

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**

700 North 10th Street, Room 258  
Sacramento, CA 95814-0338  
(916) 341-4200  
(916) 341-4203 (FAX)  
(916) 327-6318 (TDD)



April 4, 2006

To: Department of Energy (DOE) Weatherization Assistance Program (WAP) Service Providers

Subject: DOE WAP Contract for Program Year 2006-2007

Enclosed are your 2006-2007 DOE Weatherization Program WAP contract, allocation spreadsheet, exhibits, and reporting forms. The contract term is April 1, 2006 through January 31, 2007. The total 2006 Program Year (PY) DOE WAP allocation was distributed based on the Low-Income Home Energy Assistance Program (LIHEAP) Three Factor Distribution Formula.

The 2006 PY DOE WAP contract incorporates many of the significant changes implemented in the 2006 PY LIHEAP contract. These contractual changes outlined in detail within the draft DOE WAP cover letter dated March 10, 2006 include: adjustments to weatherization travel and mileage reimbursement, modified Blower Door Testing requirements, and appliance replacement guidelines.

CSD anticipates that the 2006 PY DOE WAP contract package will be available for download from the CSD website at <http://www.csd.ca.gov> (under "Contractors Only") on Tuesday, April 4, 2006.

I look forward to our continued partnership as we collectively respond to the energy challenges facing low-income families. If you have any questions, or require additional assistance with incorporating any of the 2006 PY DOE WAP changes, please contact your Field Representative.

Sincerely,

*Original signed by*  
*Jeannette Nelson for*  
WENDY WOHL  
Acting Director

Enclosure

## DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258  
Sacramento, CA 95814  
(916) 322-2940  
(916) 327-3153 (FAX)  
(916) 327-6318 (TDD)



April 3, 2006

To All Department of Energy Weatherization Assistance Program Contractors:

Posting of 2006 Department of Energy Weatherization Assistance Program (DOE WAP) Contract

Enclosed is your agency's electronic contract packet for the 2006 DOE WAP. It includes a table of contents, and one complete copy of the contract (face sheet, exhibits, and attachments) and reporting forms. The allocation spreadsheet is available on the CSD Contractors Only website.

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ Submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify whom it has authorized to sign the 2006 DOE contract and any amendments.
- ☐ When you download your agency's contract from CSD Contractors Only website, please print two complete copies of the contract (face sheet, funding information page, and the exhibits and attachments listed below). Please print the pages **single-sided only**, not back-to-back.
- ☐ Complete the section labeled "Contractor's Name" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2006 DOE contract and, if applicable, any amendments.
- ☐ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.

Exhibit A	Scope of Work <ul style="list-style-type: none"><li>Attachment I, ZIP Code Cross-Reference (for Los Angeles and San Diego Counties only)</li></ul>
Exhibit B	Budget Detail and Payment Provisions <ul style="list-style-type: none"><li>Attachment I, 2006 DOE Weatherization Budget</li><li>Attachment II, 2006 DOE Weatherization Priority Plan Narrative</li></ul>
Exhibit C	General Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Additional Provisions

- |           |   |
|-----------|---|
| Exhibit F | Programmatic Provisions   |
|           | • Attachment I, Disaster Relief Plan                                |
| Exhibit G | Definitions   |
| Exhibit H | Certification Regarding Lobbying, Disclosure of Lobbying Activities |
| Exhibit I | Annual Heating and Cooling Degree Days                              |

- ☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board resolution, insurance and fidelity bond documents, advance request, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.
- ☐ We have enclosed the programmatic and reporting forms that your agency must use to document and report activities and expenditures for the 2006 DOE WAP year. Please use these forms as masters, and duplicate them for the appropriate programmatic and fiscal staff at your agency.
- ☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:  
Contract Services Unit  
Department of Community Services and Development  
700 North 10th Street, Room 258  
Sacramento, CA 95814

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign the board resolution and both face sheets. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be replaced. Coverage must include workers' compensation insurance, fidelity bond, public liability, and vehicle insurance.

If you have questions regarding the amendment process, you may contact Donna Fairchild of my staff at (916) 341-4275. For questions regarding insurance coverage, please contact Suelene Choy of my staff at (916) 341-4265. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,

*Original signed by*

Fernando Negrete  
Manager, Contract Services Unit

FN:ar  
Enclosures

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
2006 DEPARTMENT OF ENERGY (DOE)  
WEATHERIZATION ASSISTANCE PROGRAM (WAP) CONTRACT  
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PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: <http://www.csd.ca.gov>.

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AGREEMENT NUMBER <b>06C-1626</b>	AMENDMENT NUMBER <b>0</b>
REGISTRATION NUMBER <b>47000406114894</b>	

1. This Agreement is entered into between the State Agency and the Contractor named below  
STATE AGENCY'S NAME  
**Department of Community Services and Development**  
CONTRACTOR'S NAME  
**Plumas County Community Development Commission**
2. The term of this Agreement is: April 1, 2006 through January 31, 2007
3. The maximum amount of this Agreement is: \$ 20,051.00
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Exhibit A - Scope of Work

Attachment I, ZIP Code Cross-Reference (for Los Angeles and San Diego Counties only)

Exhibit B - Budget Detail and Payment Provisions

Attachment I, 2006 DOE Weatherization Budget

Attachment II, 2006 DOE Weatherization Priority Plan Narrative

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

Exhibit E - Additional Provisions

Exhibit F - Programmatic Provisions

Attachment I, Disaster Relief Plan

Exhibit G- Definitions

Exhibit H- Certification Regarding Lobbying, Disclosure of Lobbying Activities

Exhibit I - Annual Heating and Cooling Degree Days

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> <b>Department of General Services</b> Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Plumas County Community Development Commission</b>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 319, Quincy, CA 95971		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Community Services and Development</b>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Richard J. Bueche, Chief Financial Officer</b>		
ADDRESS <b>700 North 10th Street, Sacramento, California 95814</b>		

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide Weatherization Assistance Program assistance to eligible participants residing within the designated service area as described in Exhibit A, Scope of Work, Section 2., pursuant to Title 42 of the United States Code (U.S.C.) 6861 et seq., as amended, and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program for Low-Income Persons (DOE WAP).

2. The services shall be performed in the following service area:

Plumas and Sierra Counties

3. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Address:	700 North 10th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget

A. Consideration

The total amount budgeted for Administrative Costs shall not exceed the limits as described in Exhibit B, Section 1.B. Adherence to EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1. Certifications is required and is not altered by the provisions of this Section. Expenditures in excess of the budget total shall not be reimbursed by the State.

B. Administrative Expenses

Administrative Costs shall be limited to a maximum of five percent (5%) of the cumulative allowable program expenditures. Contractors funded at less than \$350,000 may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds, CSD 574 (Rev. 3/98).

C. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

D. Federal Budget Contingency

- 1) It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of

**EXHIBIT B**  
**(Standard Agreement)**

this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

- 3) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- 4) The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

2. Payments

A. Advance Payments

- 1) Upon written request by Contractor, the State may issue an advance payment to Contractor in an amount not to exceed 25 percent of the total amount of this Agreement, as set forth in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 1. Budget, item A. Consideration. Contractor shall submit an advance payment request on agency letterhead or on the Department of Community Services and Development (CSD) DOE reporting forms.
- 2) CSD will initiate the repayment of advance payments outstanding beginning with the fifth monthly reporting form of the contract term or whenever the unexpended contract balance reaches 40% of the total consideration, whichever comes first. The State shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. The State shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described immediately above). In that case, the State shall apply the entire reimbursement amounts against the outstanding advance balance.
- 3) In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25 percent of the total consideration of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead or on the CSD DOE reporting forms. The need for such additional advance payment shall be based upon a review of Contractor's

**EXHIBIT B**  
**(Standard Agreement)**

cash flow status as recorded on Contractor's current monthly expenditure report(s).

**B. Subsequent Payment Guidelines**

- 1) Subsequent payments to Contractor shall be contingent upon receipt by the State of the monthly expenditure and activity reports. If Contractor owes CSD any outstanding balances for overpayment of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.
- 2) Weatherization Payments
  - a. Reimbursement to Contractor shall be the Contractor's actual expenditures of all activities and energy conservation measures completed and reported pursuant to this Agreement, provided that Contractor does not request reimbursement or credit for the same activity or measure from any other funding source. Contractor may claim reimbursement not to exceed a maximum average reimbursement of \$2,826 per dwelling unit for allowable weatherization measures and activities as described in EXHIBIT E, ADDITIONAL PROVISIONS, Section 1. Guidelines for Weatherization Activities.
  - b. The State shall issue monthly payments to Contractor for each completed dwelling at the rates listed on EXHIBIT E, ADDITIONAL PROVISIONS, Section 1. Guidelines for Weatherization Activities.
    - i. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed.
    - ii. Measures installed outside those weatherization measures disclosed during the dwelling's weatherization assessment constitute a reweatherized dwelling and weatherized services shall be performed in accordance with EXHIBIT F., PROGRAMMATIC PROVISIONS, Section 7. Special Provisions – Weatherization Activities, item E. Previously Weatherized Dwellings.

**EXHIBIT B**  
**(Standard Agreement)**

- iii. Contractor shall maintain a Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, and a Weatherization Building Check and Job Order Sheet, CSD 540, for each dwelling in which reimbursement is claimed.
- iv. Permit and disposal fees are acceptable expenses and may be charged only once to LIHEAP Weatherization or DOE Weatherization, per appliance or weatherization measure per weatherized dwelling. Permit and disposal fee reimbursement does include crew member staff time and will be reimbursed based on the actual cost of the fee and actual labor hours.
- c. In the event the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act, the maximum reimbursement shall be \$3,250 per dwelling unit. Emergency includes a weather event relating to cold or hot weather, flood, earthquake, tornado, hurricane, ice storm/freeze; or an event meeting such other criteria as the Governor and/or the President, at their discretion, and/or their designee may determine to be appropriate.

3. Payment Guidelines and Reporting Requirements

A. Monthly Reports

- 1) Contractor shall complete and submit to the State, on the current monthly report provided by CSD, the DOE Monthly Weatherization Reimbursement/Activity Report, CSD 571, Contractor's expenditures and activities for weatherization. Contractor shall ensure that the reports are submitted to CSD by entry onto the web-based Expenditure Activity Reporting System (EARS) and received by the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period. The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports of this Agreement. For reporting due dates refer to CSD website at [www.csd.ca.gov](http://www.csd.ca.gov)
- 2) Review
  - a. The State shall review Contractor's monthly program operation reports and evaluate Contractor's demonstrated ability to effectively utilize all funds available under this Agreement.

**EXHIBIT B**  
**(Standard Agreement)**

- b. An amendment to the total consideration of this Agreement may occur as a result of the State's review of Contractor's performance related to program and fiscal operations.

**B. Annual Reports**

1) Training and Technical Assistance

Contractor shall submit information regarding training and technical assistance as well as group client education activities on an annual basis on the DOE Annual Training and Technical Assistance Report, CSD 524, to the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditures. The report shall cover the contract period of April 1, 2006 through January 31, 2007 and is due February 15, 2007.

2) Leveraging

Contractor shall submit information regarding leveraging activities on an annual basis on the DOE Annual Leveraging Report, CSD 523, to the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditures. The report shall cover the contract period of April 1, 2006 through January 31, 2007 and is due February 15, 2007.

**C. Close-out Report**

Contractor shall submit, on the appropriate CSD forms, a financial and programmatic close-out report and return all unexpended funds to the State within 90 calendar days after expiration of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of this close-out by the State. Administrative, health and safety, and training and technical assistance costs shall not exceed the maximum allowable amounts. Any costs exceeding these limits shall be disallowed. Subsequent payments for DOE WAP or for other CSD contracts shall also be contingent upon timely receipt of the close-out of this Agreement. The issuance of other CSD contracts, including reimbursement to the Contractor, shall be contingent upon timely receipt of the close-out of this Agreement.

1) The close-out packet shall include:

- a. DOE WAP Close-out Checklist, CSD 720 (Rev. 03/06), with authorized signature;

**EXHIBIT B**  
**(Standard Agreement)**

- b. Interest Earned Expenditure Report, CSD 720C (Rev. 03/06); and
  - c. Equipment Inventory Schedule, CSD 720D (Rev. 03/06).
- 2) Subsequent payments for DOE WAP and the issuance of other CSD contracts shall be contingent upon timely receipt of the close-out packet.

**D. Mileage Payment Guidelines**

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized. Contractor may claim mileage reimbursement for travel to Single Family Dwelling (SFD) and Multi-Unit Dwelling (MUD) Units in which travel exceeds a distance of 30 miles (one way) distance from Contractor's material storage site or headquarters. Contractor shall maintain records and source documentation in such a manner to substantiate mileage claims by individual dwelling weatherized. The following defines the conditions for mileage reimbursement applicable to dwellings weatherized:

- 1) Single Family Dwelling (SFD) Unit: A SFD Unit is defined as a one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.
  - a. Contractor may claim a travel surcharge equivalent to one (1) labor hour at the LIHEAP Approved Labor Rate, plus a \$1.50 fuel surcharge for each completed weatherized SFD Unit within 30 miles (one way) of the Contractor's material storage site or headquarters. Contractor may only claim the SFD travel surcharge upon completion of the SFD Unit and is limited to a single surcharge per completed SFD Unit.
  - b. For SFD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the SFD travel surcharge for each completed, weatherized SFD Unit. Contractor may claim mileage at a rate of \$0.73 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip per completed SFD Unit, and Contractor may only claim the travel surcharge and mileage reimbursement upon the completion of the SFD Unit.
- 2) Multi-Unit Dwelling (MUD) Unit is defined as a residential complex with five or more units.
  - a. Contractor may claim a MUD travel surcharge of \$3.10 for each individual, weatherized unit within a MUD complex located within

**EXHIBIT B**  
**(Standard Agreement)**

30 miles (one way) of the Contractor's material storage site or headquarters. Contractor may only claim the MUD travel surcharge upon completion of the individual MUD Unit and is limited to a single surcharge per completed unit.

- b. For MUD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the MUD travel surcharge. Contractor may claim mileage at a rate of \$0.73 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip per day for travel to a MUD complex in excess of 30 miles (one way) or 60 miles round trip, regardless of the number of individual completed units. Contractor may claim the MUD travel surcharge and mileage upon completion of each individual MUD Unit.
- c. All other travel-related expenses not directly related to the weatherization of dwellings are subject to reimbursement as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 7, Travel and Per Diem.

4. Budget Definitions

A. Cost Reporting

All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

B. Administrative Costs

- 1) Administrative Costs shall mean costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- 2) Local governments shall use OMB Circular A-87 (Cost Principles for State and Local Governments) as a guide for determining administrative costs.
- 3) Private, nonprofit corporations shall use OMB Circular A-122 (Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

**EXHIBIT B**  
**(Standard Agreement)**

C. Program Costs

- 1) Program Costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs shall be as set forth in Title 10, Code of Federal Regulations, Section 440.18(c).
- 2) Leveraging
  - a. Leveraging funds charged to the DOE Weatherization Program shall be used for efforts in the acquirement of additional non-Federal funds for supplementing the weatherization program, expanding energy efficiency services, and/or increasing the number of dwelling units completed for weatherization eligible clients.
  - b. All leveraging expenditures shall be reimbursed at actual costs and actual labor hours and shall be substantiated. Funds shall be spent judiciously and shall result in the acquirement of non-Federal funds equal to or exceeding the funds charged to the DOE Weatherization Program for leveraging.
  - c. If the non-Federal monies appropriated using DOE leveraging funds are used for the installation of weatherization measures, the measures shall be provided consistent with the DOE Weatherization Program guidelines, CSD Conventional Home Weatherization Installation Standards (WIS), the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, the CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, which are hereby incorporated by reference as if set forth in full.
  - d. The use of the leveraging funds charged to the DOE Weatherization Program and the non-Federal funds that were acquired through the leveraging efforts shall be quantified and reported on the DOE Annual Leveraging Report, CSD 523 (Rev. 03/01/06).

**EXHIBIT B**  
**(Standard Agreement)**

3) Liability Insurance

Liability Insurance shall mean those costs allocated for insurance bonds, general liability, and pollution occurrence insurance (if applicable).

4) Training and Technical Assistance

- a. Weatherization training and technical assistance shall be considered a program activity and shall include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services.
- b. Training and Technical Assistance costs shall include expenditures resulting from internal Contractor training, safety training, attendance of weatherization-related training and/or workshops sponsored by utility companies, DOE, CSD, and/or other organizations offering a component of weatherization training such as Lead-Safe Weatherization Training, Environmental Hazardous Training, Basic Weatherization Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training.
- c. Associated costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a weatherization measure for reimbursement. Contractor shall comply with the Weatherization training requirements described EXHIBIT F, ADDITIONAL PROVISIONS, Section 9. Special Provisions – Training Activities Weatherization.
- d. Weatherization travel and per-diem costs related to the participation and attendance to policy advisory committees and work groups will be reimbursed as an administrative cost in accordance with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 4., Budget Definitions.

5) Vehicle and Equipment

Vehicle and Equipment – Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and equipment over \$5,000 per unit.

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**(Standard Agreement)**

6) Direct Program Activities

Direct Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed and shall include labor, materials, subcontractors, disposal fees, permits, vehicle insurance, and travel.

7) Intake

Intake costs shall include, but are not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

8) Outreach

Outreach costs shall include those costs associated with outreach, its related services, liability insurance, vehicle equipment, and training.

9) Workers' Compensation

Workers' Compensation shall mean those costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs. Workers' Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable under administrative costs.

5. Schedule of Attachments

The following attachment to this exhibit is hereby incorporated by this reference:

ATTACHMENT I    2006 DOE WEATHERIZATION BUDGET, CSD 570  
(Rev. 02/28/06); and

ATTACHMENT II    2006 DOE WEATHERIZATION PRIORITY PLAN  
NARRATIVE, CSD 793 (New 03/09/06)

**EXHIBIT B - ATTACHMENT I  
2006 DOE WEATHERIZATION BUDGET**

Contractor's Name:		Contract Number:	Telephone Number:
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By (Print Name/Title):	E-mail Address:		Fax Number:
<b>10 - ADMINISTRATIVE COSTS</b>			
1.	Administrative Costs (Not to exceed allocated amount)		\$
<b>20 - OTHER PROGRAM COSTS</b>			
2.	Financial Audit		\$
3.	Health and Safety (Not to exceed 25% of the total of Lines 10 & 16)		
4.	Leveraging		
5.	Liability Insurance		
6.	Other Labor Costs		
7.	Other Miscellaneous Program Costs		
8.	Training and Technical Assistance (Not to exceed allocated amount)		
9.	Vehicle and Equipment (Acquisition costs)		
<b>10.</b>	<b>TOTAL OTHER PROGRAM COSTS</b>		<b>\$</b>
<b>30 - PROGRAM COSTS</b>			
11.	Client Education		\$
12.	Direct Program Activities		
13.	Intake		
14.	Outreach		
15.	Workers' Compensation		
<b>16.</b>	<b>TOTAL PROGRAM COSTS</b>		<b>\$</b>
<b>50 - TOTAL COSTS (Total of Lines 1, 10, &amp; 16)</b>			<b>\$</b>
<b>55 - TOTAL HOUSEHOLDS</b>			<b>#</b>

**INSTRUCTIONS**  
**EXHIBIT B – ATTACHMENT I**  
**DOE WEATHERIZATION PROGRAM BUDGET**  
**CSD 570 (Rev. 02/28/06)**

**SECTION 10 – ADMINISTRATIVE COSTS**

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs. Administrative costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, facilities, office equipment and supplies, telephone, travel, utilities and other administrative costs related to activities subject to DOE program rules.

*Note: In calculating the allowable administrative costs, any carryover funds allocated from a previous program year CANNOT be used in calculating the allowable administrative costs. Administrative costs are limited to new funding only. Calculate the percentage of total Administrative Costs to the contract amount EXCLUDING ANY CARRYOVER AMOUNTS ALLOCATED TO YOUR AGENCY. The total of Administrative Costs is limited to five percent (5%) of the contract budget (new funding only). (See CSD 574 to apply for additional administrative funds.)*

**SECTION 20 – OTHER PROGRAM COSTS**

Line 2 - Financial Audit - Enter the amount of funds allocated for financial audit activities subject to DOE program rules.

Line 3 - Health and Safety - Enter the amount of funds allocated for health and safety labor and materials including lead-safe weatherization subject to DOE program rules. Health and safety labor and materials are limited to 25 percent of Program Costs and Operations (total of Sections 20 and 30). Calculate the percentage of the total health and safety to the total Program Operations and Other Program Costs (Sections 20 and 30) by dividing line 12 (Section 30) by Section 50.

Line 4 – Leveraging - Enter the amount of funds budgeted for leveraging activities. Some subgrantees work at developing partnerships with property owners, utility companies, and other entities to generate non-Federal resources for weatherization purposes. As a result of this effort, there may be an associated cost that can be paid for using a percentage of the DOE grant. All leveraging activities to be reimbursed will be at actual costs, and actual hours and must be substantiated. The intent is that Leveraging funds shall be spent judiciously and leveraging efforts must garner results in obtaining non-Federal funding. If non-Federal funds will be expended for the installation of weatherization measures, the measures must be provided consistent with DOE guidelines. **(Funds expended in this line item and funds actually obtained through leveraging activities and expended using DOE rules shall be reported in the Annual Leveraging Report.)**

Line 5 - Liability Insurance - Enter the amount of funds allocated for insurance bonds, general liability, and pollution occurrence insurance. Do not include vehicle insurance in accordance with DOE program rules.

Line 6 – Other Labor Costs – Enter the amount of funds allocated for personnel not directly associated with the installation of measures. Do not include labor costs that will be charged under Administrative Costs, Direct Program Activity, Health and Safety Measures, or Workers Compensation.

Line 7 – Other Miscellaneous Program Costs – Enter the amount of funds allocated for DOE WAP Activities that cannot be budgeted to any other line item.

Line 8 - Training and Technical Assistance - Enter the amount of funds allocated for training and technical assistance and group client education activities subject to DOE program rules. The funds allocated cannot exceed the amount as provided by CSD.

Line 9 - Vehicles and Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and equipment costs. These are purchases that are over \$5,000. Vehicle purchases need prior approval from CSD.

Line 10 - Total Other Program Costs - Enter the sum of Lines 2 through 9.

### **SECTION 30 – PROGRAM COSTS**

Line 11 – Client Education – Enter the amount of funds allocated for client education subject to DOE program rules.

Line 12 – Direct Program Activities – Enter the amount of funds allocated for Direct Program Activities subject to DOE program rules. Include costs associated with the installation of measures including labor, materials, subcontractors, disposal fees, permits, and travel. Do not include health and safety measures and lead-safe weatherization.

Line 13 – Intake – Enter the amount of funds allocated for Intake activities.

Line 14 – Outreach – Enter the amount of funds allocated for Outreach activities.

Line 15 – Workers’ Compensation – Enter the amount of funds allocated for Workers’ Compensation for program staff. Do not include workers’ compensation for salaries allocated to administrative costs.

Line 16 – Total Program Costs - Enter the sum of lines 11 through 15.

*Note: The total of Other Program Costs and Program Costs shall not be less than 95% of the total contract amount unless additional administrative funds have been applied for. (See CSD 574 to apply for additional administrative funds.)*

### **SECTION 50 – TOTAL COSTS**

Enter the sum of lines 1, 10, and 16. Verify the total allocation as provided by CSD.

### **SECTION 55 – TOTAL HOUSEHOLDS**

Enter the number of households projected to be weatherized during the 2006 Program Year.

**EXHIBIT B - ATTACHMENT II**  
**2006 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE**

Contractor:		Contract Number:	
Prepared By (Print Name/Title):	E-Mail Address:	Telephone Number:	Fax Number:

**PRIORITY PLAN NARRATIVE INSTRUCTIONS**

The DOE Weatherization Priority Plan Narrative should be structured to be consistent with the goals identified in Exhibit B, Attachment I, CSD 570, DOE Weatherization Budget, Section 55. Please describe how you will select dwellings to be weatherized, and describe the outreach methods to be utilized to assure that eligible households are made aware of the services through the DOE WAP program or any similar energy-related assistance program.

Refer to Exhibit F, Section 4. Applicant Eligibility and Service Priority and to Section 5, Outreach, Intake, and Client Education/Counseling Activities, which outline the service priorities for DOE WAP.

**PRIORITY PLAN NARRATIVE**

**EXHIBIT C**  
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**GENERAL TERMS AND CONDITIONS**

**PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: [www.csd.ca.gov](http://www.csd.ca.gov)**

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**SPECIAL TERMS AND CONDITIONS**

1. Certifications

A. Contractors' signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

- 1) Drug-Free Workplace Requirements (Contract Certification Clauses 1005 [CCC-1005]) (GC §8350 et seq.)
- 2) National Labor Relations Board Certification (CCC-1005) (PCC §10296)
- 3) Expatriate Corporations (CCC-1005) (PCC §10286 and 10286.1)
- 4) Domestic Partners (CCC-1005) (PCC §10295.3)
- 5) Amendment for Change of Agency Name (CCC-1005)
- 6) Resolution (CCC-1005)
- 7) Air and Water Pollution Violation (CCC-1005) (WC §13301)
- 8) Information Integrity and Security (Department of Finance Budget Letter 04-35) (State Administrative Manual 4840.4, 4841.2 and 4841.3)

For a detailed explanation of each of the above certifications, see [www.csd.ca.gov](http://www.csd.ca.gov).

B. Contractor hereby certifies to the best of its knowledge that it or any of its officers:

Federal Certification Regarding Debarment, Suspension, and Related Matters

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4) Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

C. Specific Assurances

- 1) Pro-Children Act of 1994
  - a. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
  - b. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For a detailed explanation, see [www.csd.ca.gov](http://www.csd.ca.gov).

2) American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

For a detailed explanation of each of the above Assurances, see [www.csd.ca.gov](http://www.csd.ca.gov).

- 3) Federal and State Occupational Safety and Health Statutes, the California Safe Drinking Water and Toxic Enforcement Act of 1986, the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule, and Workers' Compensation laws.

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes, the California Safe Drinking Water and Toxic Enforcement Act of 1986, Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule, and Workers' Compensation laws.

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4) Prioritization of Services

- a. Contractor assures that Weatherization activities are conducted in accordance with the priority plan(s), EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Attachment II, DOE Weatherization Priority Plan Narrative, CSD 793 (New 03/09/06).
- b. Contractor assures that outreach activities are designed to assure that eligible households with elderly individuals, disabled individuals, American Indian, migrant or seasonal farm worker individuals, and children age 18 and under are made aware of the assistance available under this Agreement.

D. Nondiscrimination Compliance

- 1) Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- 2) Contractor hereby certifies compliance with the following:
  - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
  - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
  - c. Rehabilitation Act of 1973, as amended.
  - d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
  - e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
  - f. Public Law 101-336, Americans with Disabilities Act of 1990.

E. Provisions for Federally Funded Grants

Contractor certifies that it possesses legal authority to apply to the State for DOE WAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

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F. Additional Provisions

1) Conflict of Interest

- a. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- b. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

2) Contractor Licensing

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur.

3) Codes of Conduct

- a. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

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- b. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in Office of Management and Budget Circular A-110, section 42.
- 4) Affirmative Action Compliance
  - a. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
  - b. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
  - c. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.
- 5) Political Activities
  - a. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
  - b. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
- 6) Lobbying Activities
  - a. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement.

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- b. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT H, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

2. Special Conditions for Entities Not Meeting Terms of the Agreement

A. Suspension

- 1) The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
  - a. Notify the Contractor in writing by certified mail or personal service;
  - b. Specify the effective date of the suspension;
  - c. Specify the reasons for the suspension and what corrective action is expected;
  - d. Give a specified period of time in which to take corrective action; and
  - e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.
- 3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- 4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the state in the notice of suspension.

B. Termination

- 1) Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice

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shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.

- 2) Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

C. Lien Rights

The State retains lien rights on all funds advanced.

3. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- A. Segregation of duties appropriate to safeguard state assets;
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- D. Established practices to be followed in performance of duties and functions;
- E. Personnel of a quality commensurate with their responsibilities; and
- F. Effective internal reviews.

4. Audit Reports

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA) and those standards included in "Government Auditing Standards, 1994 Revision, as amended."

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- B. The financial and compliance audit shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period. The audit reports are to be submitted to the following address:

Department of Community Services and Development  
Attention: Audit Services Unit  
700 North 10<sup>th</sup> Street, Room 258  
Sacramento, CA 95814

- 1) Private, nonprofit contractors shall submit to CSD one (1) copy of the required audit report within nine months of the end of the Contractor's fiscal year. Upon written request by the Contractor's CPA, which includes an explanation of why the audit cannot be submitted within six months of the end of the Contractor's fiscal year, CSD Audit Services Unit may grant an extension for submittal of the audit report not to exceed an additional 30 calendar days from the original due date.
- 2) Local governmental entities shall submit to CSD two copies of the required audit report within 30 calendar days after the completion of the audit but no later than nine months after the end of the audit period.
- 3) Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office, Division of Audits  
300 Capitol Mall, Fifth Floor  
Sacramento, CA 95814

- C. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

5. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and CSD Supplemental Audit Guide. The Supplemental Audit Guide may be accessed at [www.csd.ca.gov](http://www.csd.ca.gov).

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6. Subcontracts (CSD)

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2. Service Area.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- B. Contractor shall immediately notify all its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- C. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- E. Contractor shall ensure compliance with the audit requirements as described in EXHIBIT C, GENERAL TERMS AND CONDITIONS, Section 4. Audit, and EXHIBIT D, ADDITIONAL PROVISIONS, Section 4. Audit Reports, and Section 5. Auditing Standards, contained within this Agreement.

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7. Travel and Per Diem

- A. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed based on the Contractor's policies and procedures.
- B. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Sections 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms, and provisions contained therein.

8. Procurement

A. Contract Administration

- 1) Contractors shall administer this Agreement in accordance with pertinent federal and state rules and regulations, including relevant Office of Management and Budget (OMB) Circulars and amendments thereto.
- 2) Contractor shall conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor acknowledges that this is a performance-based contract as cited in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 11. Special Provisions – Performance-Based Requirements, and assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) Contractor shall adhere to its established policies and procedures regarding the purchase, lease, or subcontracting for any articles, supplies, equipment, or services obtained from vendors or subcontractors having a per-unit cost in excess of \$5,000. Three competitive quotations shall be

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obtained or adequate justification maintained as to the absence of bidding. Policies and procedures shall be in conformance with OMB requirements contained in the following Circulars: A-102, Subpart C, or A-110 and approved by the Board of Directors. Noncompliance may result in a disallowance of the purchase/lease item(s) or subcontract. In cases of emergency where awarding a contract is necessary for the immediate preservation of public health, welfare, or safety, the three-bid process is not required.

- 5) For purchase or lease of equipment having a per-unit cost of five thousand dollars (\$5,000) or more, Contractor shall prepare and submit a Request for Purchase/Lease Approval, CSD 558, to CSD prior to commencing purchasing/leasing activities. Noncompliance shall result in a disallowance of purchase/lease item(s).
- 6) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property purchased by Contractor with State funds. Such care shall include, but is not limited to, the following:
  - a. Maintaining insurance coverage against loss or damage to such property.
  - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

**B. Limitation on Use of Funds**

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

**9. Insurance and Fidelity Bond**

**A. General Requirements**

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

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- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance are subject to review for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

**B. Self-Insurance**

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

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C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.
- 3) Contractor shall have and maintain general liability, property and pollution insurance for a combined single limit of not less than \$500,000 per occurrence.
- 4) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with property and pollution insurance requirements prior to issuance of an initial cash advance.

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F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

10. Agreement Changes

A. Amendment

- 1) A formal Amendment is required for changes to the term, total cost, scope of work, and formal name changes. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 2) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

B. Modifications

- 1) Changes involving alterations such as changes to projected goals and/or priority plans will be considered modifications.
- 2) Modifications to projected goals will not be allowed. In the event that projections will not be met, Contract shall provide a description of the circumstance to the State, and shall contact the State for additional instruction.

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C. Process

If Contractor intends to request a contract amendment and/or modification, Contractor shall submit a Request for Amendment/Modification Energy, CSD 509, an updated budget if applicable, and a justification supporting the funds transfer request. Contractor shall assure that the request is submitted to CSD no later than 45 calendar days prior to the expiration date of this Agreement. Contractor may submit the signed request for amendment/modification to CSD via fax and/or mail.

11. Forms

CSD shall provide masters of the Energy Intake Form, and Contractor shall duplicate it for future use. Contractors shall utilize the web-based monthly reporting system available on CSD's website at <http://www.csd.ca.gov>. Contractor shall refer to the CSD Energy Forms and Documentation List, available through the CSD website. Contractor must submit any contractor-equivalent forms (new or revised), to CSD for approval prior to using such forms.

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**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

1. Guidelines for Weatherization Activities

A. Weatherization Measures

- 1) Contractor may claim reimbursement for weatherization activities as documented on the Energy Dwelling Unit Assessment, CSD 544, or Contractor's equivalent, for each eligible household not previously weatherized, with the following exception:

Reimbursement for dwelling assessment activities shall be made only for dwelling units weatherized under the terms of this Agreement. Should the safety check of combustion appliances, however, reveal hazards or other unsafe conditions requiring repair that preclude envelope-tightening measures and cannot be eliminated, Contractor shall be allowed to claim reimbursement for outreach, performed assessment/diagnostic activities, and installation of measures identified by the footnotes listed at the end of this section.

- 2) Reimbursement for weatherization activities shall be claimed only once when LIHEAP and DOE WAP or any other funding source are used concurrently in the same unit.
- 3) For dwellings in which DOE and LIHEAP weatherization services are provided concurrently, Contractor shall not divide the reimbursement of a LIHEAP WX fixed-fee reimbursable measure with DOE or any other CSD program nor divide the labor costs associated with the installation of a single measure between LIHEAP, DOE or another CSD program. In such units, however, Contractor may divide the material cost of a single measure among LIHEAP, DOE, or other CSD program when the single measure in question is installed in a dwelling in which weatherization services are provided concurrently under these programs.
- 4) Costs that exceed the maximum allowed for any measure with a chargeable line item shall not billable to Minor Envelope Repairs or any other line item. No other CSD program can be used to offset those costs that exceed the maximum for any measure charged under another CSD program.
- 5) All overhead costs shall be charged to the appropriate monthly expenditure reporting line items.

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- 6) Contractor shall not utilize DOE WAP funds to offset costs that exceed those measures that have an established maximum reimbursement rate under the LIHEAP weatherization program. Expenditures charged to DOE WAP must be in direct association with DOE WAP services.
- 7) All feasible Assessments, Health and Safety Measures, Infiltration Reduction, General Heat Waste Measures, and the Priority List of Energy Conservation Measures must be installed before any Optional Allowable Measures are provided as per the Energy Audit. Contractor shall not exclude or skip any measures from the Priority Lists of Energy Conservation Measures unless conditions exist as noted in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 7. Special Provisions – Weatherization Activities, item H. Installation Guidelines.
- 8) Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Energy Dwelling Unit Assessment, CSD 544, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS), the CSD Appliance Replacement Criteria Policy, and the Combustion Appliance Safety Inspection Form (CASIF).

**B. Labor Rate**

- 1) Travel time to and from job sites shall be reimbursed under the Single Family and Multi-Family Dwelling Travel Credits and mileage reimbursement provisions as allowed by EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements, item D. Mileage Payment Guidelines.
- 2) Contractor shall bill the actual labor hours incurred by Weatherization crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a Home Energy Rating System (HERS) Program Rater.
- 3) Workers' compensation is not to be included in any actual labor costs. Contractor shall bill workers' compensation associated with salaries and wages charged to administration under administrative costs. All other workers' compensation costs shall be reimbursable under the Program Costs section of the monthly expenditure and activity reports, in accordance with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 4. Budget Definitions, C. Program Costs, item 9).
- 4) Contractor must be able to substantiate all actual labor hours and labor costs charged. This is applicable to all labor costs charged to the program.

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The LIHEAP Approved Labor Rate cannot be used for any labor costs with exception of the single-family travel credit.

- 5) All labor costs shall be based upon actual wages and actual labor hours that can be directly attributable to DOE program activities. Per-hour labor costs shall include actual hourly wages of crew members, benefits based upon actual costs, and a factor for downtime. Contractor shall bill the number of actual labor hours and costs associated with the installation of measures, assessments, and diagnostics by crew members and other personnel who spend time at the job site.
- 6) Contractor shall bill the actual labor costs for all personnel when their time cannot be charged to the installation of a measure, assessments, diagnostics, procurement of permits, disposal of appliances, administration or travel under Other Labor Costs.
- 7) All overhead costs shall be charged to the appropriate monthly expenditure reporting line items.

**C. Travel Cost Reimbursement**

- 1) Travel time to and from job sites shall be reimbursed under Single Family and Multi-Family Dwelling Travel Credits and mileage reimbursement as allowed by EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements, item D. Mileage Payments Guidelines.
- 2) Travel for costs associated with the completion of weatherization-related training shall be reimbursable at actual cost in accordance with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements, and by EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 9. Special Provisions – Training Activities – Weatherization.
- 3) Travel time related to administrative staff shall be reimbursable under Administrative Costs at actual cost as allowed by EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 7. Travel and Per Diem.
- 4) Travel time related to other program-related activities shall be reimbursable in accordance with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements, item D. Mileage Payments Guidelines.
- 5) All reimbursable travel costs and mileage must be substantiated.

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D. Unweatherized Dwelling

In the case of an unweatherized dwelling where the installation of measures was not feasible and/or dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

E. Deferred Dwelling

When the cost for installing a measure is deemed too costly, the measure may be deferred, at the Contractor's option, due to the additional costs. Contractor shall document the ineligibility on the Energy Dwelling Assessment, CSD 554, or Contractor's equivalent.

F. Subcontracted Services

- 1) When the installation of a measure is subcontracted and there are billable labor hours for weatherization crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours incurred by crew members at the approved labor rate.
- 2) When the installation of a measure is subcontracted and there are no billable labor hours for weatherization crew members, Contractor shall bill, in addition to the subcontracted expenditure, actual labor hours incurred by other personnel associated with the direct facilitation of that subcontracted measure. The approved labor rate will not be allowable for other personnel under these circumstances. A modified fixed fee labor rate determined by the Contractor or actual costs shall be used. Any modified fixed fee labor rate that is to be used must be submitted for CSD for approval prior to requesting reimbursement for these costs.

G. Title 24 Regulations

- 1) Effective October 1, 2005, Contractor must comply with the California Energy Commission 2005 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Contractor shall obtain the services of a qualified HERS Program Rater to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 2) Procured HERS Rater services shall be obtained from an entity or individual independent from the builder or subcontractor performing the

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building alteration and/or energy-efficiency improvement being tested and verified, and the entity or individual shall have no financial interest in the work performed.

2. Reimbursement Rates for Weatherization

A.	Mandatory Health and Safety Measures	Footnotes
	Carbon Monoxide Alarm	
	Line-cord or Hard-wired, one or more	4
	Lithium Battery, one or more	4, 22
	(Must be installed if there are operating carbon monoxide-producing appliances.)	
	Gas and Electric Cooking Appliance	
	Repair and Maintenance	5, 6, 7
	Replacement, Range or Cook Top	5, 6, 7
	Gas Water Heater	
	Repair	5, 6, 7
	Replacement, Closed Combustion	5, 6, 7
	Replacement, Open Combustion	5, 6, 7
	Heating Source Repair	
	Exterior Wall Direct Vent Furnace	5, 6, 7, 8
	Forced Air Unit (FAU)	5, 6, 7, 8
	Floor Furnace	5, 6, 7, 8
	Interior Wall Furnace	5, 6, 7, 8
	Mobile Home Furnace	5, 6, 7, 8
	Other Types Not Listed	5, 6, 7, 8, 9
	Package Unit	5, 6, 7, 8
	Wood Fueled Appliance	5, 6, 7, 8, 10
	Heating Source Replacement	
	Exterior Wall Direct Vent Furnace	5, 6, 7
	Forced Air Unit (FAU)	5, 6, 7
	Floor Furnace	5, 6, 7
	Interior Wall Furnace	5, 6, 7
	Mobile Home Furnace	5, 6, 7
	Other Types Not Listed	5, 6, 7, 9
	Package Unit	5, 6, 7
	Wood-Fueled Appliance	5, 6, 7, 10, 11
	Lead-Safe Weatherization	NA

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B.	Assessments/Diagnostics	Footnotes
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Unit Assessments	
Units with or without attics	1
Combustion Appliance Safety Test (When applicable)	NA
Pre-Test and/or Post-Test	
Blower Door Test (Mandatory when applicable)	2
Duct Leakage Test (When applicable with Duct Blaster)	
Pre-Test and/or Post-Test	3

C.	Mandatory Infiltration Reduction Measures	Footnotes
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Caulking, per dwelling	
Mobile Home	13, 14
Multi Unit	13, 14
Single Family	13, 14
Cover Plate Gaskets, per dwelling	13, 14
Duct and Register Repair/Replacement, per dwelling	14
Glass Replacement, per dwelling	14
Minor Envelope Repair, Maximum of \$887 per dwelling	10, 13, 14, 15
Sliding Glass Door, per dwelling Repair or Replacement	14
Weatherstripping, Hinged Exterior Door, per door	13, 14
Weatherstripping, Other, per linear foot	13, 14, 16
Window Replacement, per window	14

D.	Mandatory General Heat Waste Measures	Footnotes
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Evaporative Cooler/Air Conditioner Vent Cover, per cover	13
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Hot Water Flow Restrictor, per device	4
Faucet Restrictor	
Hand-Held Low-Flow Showerhead	4
Low-Flow Showerhead	4
Water Heater Blanket, per blanket	4
Water Heater Pipe Wrap, per linear foot of pipe	4

E.	Mandatory Priority Energy Conservation Measures	Footnotes
	Attic Ventilation - DOE ZONES 4 and 5	4, 12
	In conjunction with ceiling insulation only	
	Ceiling Insulation - DOE ZONES 4 and 5	
	R-11, per square foot	4
	R-19, per square foot	4
	R-30, per square foot	4
	R-38, per square foot	4
	Duct Insulation, + 40 Ft. (If required by Title 24 -	
	All Applicable CEC Zones)	4
	EBL – Evaporative Cooler Installation, per dwelling - DOE ZONE 5 only	
	New Roof Unit	4, 5, 6, 7, 19
	New Wall Unit	4, 5, 6, 7, 19
	New Window Unit	4, 5, 6, 7, 19
	Replace Roof Unit	4, 5, 6, 7, 19
	Replace Wall Unit	4, 5, 6, 7, 19
	Replace Window Unit	4, 5, 6, 7, 19
	EBL – Evaporative Cooler Repair and Maintenance,	
	per dwelling - DOE ZONE 5 only	4, 6, 8
	Floor Insulation - DOE ZONE 4 only	
	Over 36" Clearance, per square foot	4, 20
	Under 36" Clearance, per square foot	4, 20
	Kneewall Insulation - DOE ZONES 4 and 5	
	R-11, per square foot	4
	R-19, per square foot	4

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Storm Windows, per square foot - DOE ZONE 5 only	
Fixed, Glass Glazing	13
Fixed, Polycarbonate	13
Operable, Glass Glazing	13
Operable, Polycarbonate	13
Thermostat, per dwelling - DOE ZONES 4 and 5	
Programmable	4, 21, 22
Unless required by Title 24 – All Applicable CEC Zones	

F.	Mandatory Electric Base Load Measures	Footnotes
	Compact Fluorescent Lamps	
	Hard-Wired, limit one per dwelling	4, 22
	Thread-based Compact, limit five per dwelling	4, 22
	Electric Water Heater, per dwelling	
	Repair	4, 5, 7
	Replacement	4, 5, 7
	Refrigerator Replacement	4, 17, 22, 23
G.	Optional Measures - As per Energy Audit - per dwelling	Footnotes

*Must have a savings-to-investment ratio (SIR) of 1 or more in addition to the above-mentioned measures for all or other climate zones.*

NEAT Energy Audit	NA
Attic Ventilation (EXCLUDES DOE ZONES 4 and 5), In conjunction with ceiling insulation only	4, 12
Ceiling Insulation (EXCLUDES DOE ZONES 4 and 5)	4
R-11, per square foot	4
R-19, per square foot	4
R-30, per square foot	4
R-38, per square foot	4
Duct Insulation, per square foot (Not required by Title 24)	4

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EBL - Air Conditioning Repair and Maintenance	
Central Unit	4, 5, 6, 7, 8, 10, 17, 18
Wall/Window Unit	4, 5, 6, 7, 8, 10, 17, 18
EBL - Air Conditioning Replacement, per dwelling	
Central Unit	4, 5, 6, 7, 19
Multi-Story Wall Unit	4, 5, 6, 7, 19
Multi-Story Window Unit	4, 5, 6, 7, 19
Single-Story Wall Unit	4, 5, 6, 7, 19
Single-Story Window Unit	4, 5, 6, 7, 19
EBL - Cooling Source Repair,	
Other Types Not Listed	4, 5, 8
EBL - Cooling Source Replacement,	
Other Types Not Listed	4, 5
Electric Water Heater Timer, per timer	4
EBL - Evaporative Cooler Installation, per dwelling	
New Roof Unit	4, 5, 6, 7, 19
New Wall Unit	4, 5, 6, 7, 19
New Window Unit	4, 5, 6, 7, 19
Replace Roof Unit	4, 5, 6, 7, 19
Replace Wall Unit	4, 5, 6, 7, 19
Replace Window Unit	4, 5, 6, 7, 19
EBL - Evaporative Cooler Repair and Maintenance	4, 5, 6, 8
Floor Foundation Ventilation	4, 12
Floor Insulation	
Over 36" Clearance, per square foot	4, 20
Under 36" Clearance, per square foot	4, 20
Kneewall Insulation (Excludes Zones 4 + 4)	
R-11, per square foot	4
R-19, per square foot	4
Refrigerator Replacement	4, 17, 23
Shadescreens, per square foot	4
Shutters, per square foot	4

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Storm Windows, per square foot	
Fixed, Glass Glazing	13
Fixed, Polycarbonate	13
Operable, Glass Glazing	13
Operable, Polycarbonate	13
Thermostat, per dwelling (EXCLUDES DOE ZONES 4 and 5)	
Manual	4, 21, 22
Programmable	4, 21, 22
Unless required by Title 24 - All Applicable CEC Zones	
Tinted Window Film, per square foot	4
Wall Insulation, Stucco and Wood, per square foot	4

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H.	Footnotes Section
1	Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.
2	Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure guided infiltration reduction using a pre-weatherization blower door test. Post-weatherization blower door testing will be performed on those dwellings that received pre-weatherization blower door testing and shell tightening to determine that ventilation requirements are not below minimum shell target. At a minimum, Contractors must perform Blower Door tests on 20 percent (20%) of weatherized Single-Family Dwellings and five percent (5%) of weatherized Multi-Unit Dwellings.
3	A duct leakage test using the Duct Blaster is a stand-alone test.
4	If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the non-envelope sealing measures identified by this note.
5	May be classified as a Health and Safety Measure if a safety hazard exists. If no safety hazard exists, accordingly, the measure may be installed as a Priority, or Electric Base Load measure, or Optional Measures subject to the NEAT Energy Audit.
6	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.
7	Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
8	Repairs include cleaning and filter replacement.
9	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.

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- 10 Energy Conservation measures and Activity Definitions are included in the CSD Weatherization Installation Standards, and EXHIBIT G, DEFINITIONS.
- 11 A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds 40 percent (40%) of replacement cost or existing unit is not a listed and labeled stove.
- 12 Per dwelling, attic and floor foundation ventilation may only be performed in conjunction with ceiling and floor insulation, respectively.
- 13 When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. (Refer to the Building Shell/Blower Door Use sections of the CSD Weatherization Installation Standards.) Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
- 14 When applying infiltration-reducing measures in conjunction with blower door testing, the crew hours set forth in the charts in Appendix A of the CSD Weatherization Installation Standards may be increased up to double the applicable amount for no more than the first 11 units weatherized by crews without prior experience. Does not apply when one or more crew members have participated in blower door weatherization of 11 or more dwellings.
- 15 When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.
- 16 Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
- 17 Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
- 18 Do not perform if dwelling has an operative evaporative cooler.

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- 19 Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.
- 20 Crawl space height shall be documented on the Weatherization Building Check and Job Order Sheet, CSD 540, or Contractor's equivalent.
- 21 Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.
- 22 Contractors shall ensure the proper disposal of hazardous waste products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
- 23 CSD Policies and Procedures for electric base-load measures state that a refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain: the manufacturer, make, and model of all replaced refrigerators. If the appliance is post-1992 and nonoperational, Contractor shall request from CSD a waiver due to health and safety reasons.

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**PROGRAMMATIC PROVISIONS**

1. Right to Monitor, Audit, and Investigate
  - A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor and the entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
    - 1) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
    - 2) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector in accordance with the CSD Inspection Policies and Procedures. When possible, Contractor shall make corrections during the client inspections visits.
    - 3) Contractor shall make appropriate books, documents, papers, and records available to the federal government, the state, or any of their duly authorized representatives, including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
  - B. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
  - C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).
2. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor
  - A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

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- B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.
3. Fair Hearing Process for Applicants for Denial of Benefits by Contractor
- A. Contractor shall provide all interested individuals equal opportunity to apply for the DOE WAP program and shall not discourage any interested individual from submitting an application for DOE WAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.
- B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:
- 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
  - 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
  - 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.
  - 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.
- C. If a weatherization-related Special Condition is imposed, Contractor shall proceed with the appeal process as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 7. Special Provisions – Weatherization Activities, N. Special Conditions – Appeals Process.

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4. Applicant Eligibility and Service Priority

A. Eligibility

- 1) Assistance shall be available only to the following households:
  - a. Households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income; or
  - b. Households in which one or more individuals are receiving one or more of the following types of assistance and whose income does not exceed an amount equal to sixty percent (60%) of the State median income:
    - i. Temporary Assistance for Needy Families, Public Law 104-193, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Chapter 2, Part 3, Division 9 of the Welfare and Institutions Code;
    - ii. Supplemental Security Income (SSI)/State Supplementary Program (SSP) payments;
    - iii. Food Stamps;
    - iv. Payments under Sections 415, 521, 541, or 542 of Title 38 of the United States Code, or under Section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
    - v. County General Assistance, Part 5, Division 9 of the Welfare and Institutions Code.
- 2) No household shall be excluded from eligibility solely on the basis of household income if that income is less than one hundred and ten percent (110%) of the poverty level for this State.
- 3) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. Contractor shall maintain appropriate documents in each applicant's file.

B. Service Priority

- 1) Contractor shall give first priority for weatherization services to those households that have the highest energy burden and high residential energy users.

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- 2) Contractor shall factor into its first priority eligible households with elderly persons (ages 60 years or older), disabled, American Indians, migrant and seasonal farmworkers, and families with children under the age of 19.
- 3) Additional priorities shall be as set forth in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, DOE Weatherization Priority Plan Narrative, CSD 793 (New 03/09/06). Contractor shall describe in narrative format the selection process for dwellings to be weatherized and shall describe the outreach methods to be utilized to assure that eligible households are made aware of the services through the DOE WAP program or any similar energy-related assistance program.
- 4) Due to limited funding, Contractors are discouraged from providing:
  - a. Weatherization services to dwellings previously weatherized under DOE WAP. Contractors shall ensure compliance with the DOE Reweathering Policy when providing services to dwellings previously weatherized from September 30, 1993 and earlier.
  - b. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, DOE Weatherization Priority Plan Narrative, CSD 793 (New 03/09/06).

C. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. noncitizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

D. Equitable Treatment

Contractor shall assure that owners and renters receive equitable treatment under this program.

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E. Coordination

Contractor shall refer all potentially eligible applicants to other energy conservation programs. Contractor shall coordinate its activities with other Federal, State, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, and defraying energy costs of low-income households.

5. Outreach, Intake, and Client Education/Counseling Activities

A. Outreach

Contractor shall perform appropriate outreach activities to ensure households in the service area are informed about the DOE WAP and have an opportunity to apply for services. Contractor may claim reimbursement for outreach and its related services only once for each unit weatherized under this Agreement or previous CSD Agreement.

B. Intake

Intake program funds shall be used for determining eligibility of applicants seeking DOE WAP services. Services include the process of completing an intake form and reviewing applicant documentation. Contractor shall:

- 1) Establish reasonable hours whereby customers/applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the customer/applicant's request within a reasonable amount of time.
- 2) Accept applications for assistance during regular business hours.
- 3) Provide to low-income individuals who are physically infirm the means to submit applications without leaving their residences.
- 4) Provide intake only at sites accessible to the disabled.
- 5) Contractor shall utilize the Energy Intake Form as a multipurpose form for referrals to the CARE/RRP programs, the LIHEAP Weatherization program, the ECIP HCS program, HEAP program, and DOE WAP program.

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C. Client Education/Counseling

Contractor shall provide all recipients of energy assistance under this Agreement applicable energy conservation information that shall include at least the following:

- 1) Client Education Policy for occupants of pre-1979 units to be weatherized must receive the pamphlet "Protect Your Family From Lead In Your Home." A copy of the Client Education Confirmation of Receipt, CSD 321, must be completed and retained in the client file.
  - a. Contractor shall comply with the EPA rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule.
  - b. No more than 60 days before beginning weatherization activities in any residential dwelling unit that may have lead-based paint, Contractor shall provide the client (current occupant of the dwelling) with a copy of the pamphlet entitled, "Protect Your Family From Lead in Your Home."
  - c. Upon delivery of the pamphlet, Contractor must obtain from the client a written acknowledgment that the client has received the pamphlet. Contractor shall use the Client Education Confirmation of Receipt, CSD 321. If the client is unavailable for delivery of the pamphlet or for signing the acknowledgement of receipt, Contractor shall document this on the form. Contractor may mail a copy of the pamphlet to the client at least seven (7) days prior to commencing weatherization service. Contractor must document this mailing with a certificate of mailing from the post office.
  - d. Prior to weatherization and/or renovation activities in a common area of a multi-family building. Contractor shall notify residents of the upcoming weatherization/renovation activities and make the pamphlet, or copy of the pamphlet, available upon request at no charge to tenants. Contractor shall provide this notification no more than 60 days prior to the beginning of weatherization/renovation activities. Contractor shall document these activities on the Notice of Weatherization/Renovation, CSD 320, and the Record of Tenant Notification Procedures, CSD 322.
  - e. Contractor shall keep all records necessary to demonstrate compliance with the EPA rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule, for a period of three (3) years following

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completion of the renovation activities in target housing. The records must be made available to CSD and/or EPA upon request. The types of records that Contractor must retain under these circumstances are signed and dated acknowledgments of the pamphlet receipt and certificates of mailing.

- 2) A description of the benefits that the client can expect to receive as a result of the weatherization measures installed in the dwelling.
- 3) An explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.
- 4) Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include, but not be limited to, information concerning various utility company budget payment plan(s).
- 5) Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- 6) Resource information and referral and family and budget counseling in order to assist clients in achieving self-sufficiency.
- 7) Contractor shall document group client education activities and shall report them on annual basis on the DOE Annual Training and Technical Assistance Report, CSD 524.
- 8) Contractor shall place in the client's file the Client Education Confirmation of Receipt, CSD 321, which substantiates that the client was provided with energy conservation education, budget counseling and lead-safe education.

**D. Scope of Services**

**1) Unweatherized Dwellings**

Contractor may claim reimbursement for outreach, intake, and client education/counseling for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

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2) Dwellings Weatherized with Nonfederal Funds

Contractor shall not claim reimbursement for outreach, intake, and client education/counseling unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or nonregulated utility companies, private sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education in accordance with this Section and may claim reimbursement in accordance with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements for the occupants of each eligible unit previously weatherized.

3) Dwellings Weatherized with DOE WAP and LIHEAP Funds

Contractor may claim reimbursement for outreach and intake only once when DOE WAP and LIHEAP funds are used concurrently in the same unit.

6. Record-Keeping Responsibilities

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, (“Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”) or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor shall maintain client intake/needs assessment form(s) for Weatherization and appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.
- D. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- E. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs are traceable so that actual labor hours billed to the weatherization program can be substantiated and that all

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costs expended under this Agreement have purchase orders, inventory records, and time sheets identifying the funding source. To be sure that the per-dwelling average has not been exceeded, Contractor shall calculate the average program support including materials costs at least once each reporting period and shall retain a dated copy in a file to be available for review by CSD upon request.

- F. Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation:
- 1) CSD 600, Statement of Citizenship, Alienage and Immigration Status for Public Benefits, and supporting documents, if applicable;
  - 2) Energy Intake Form, CSD 43 or 44;
  - 3) The client file shall contain copies of source documents supporting eligibility, disqualifications, denials, and/or appeals.
  - 4) Client Education Confirmation of Receipt, CSD 321.
  - 5) DOE Weatherization;
    - a. Energy Dwelling Unit Assessment;
    - b. Weatherization Building Check and Job Order Sheet;
    - c. Combustion Appliance Safety Inspection Form (CASIF), if applicable;
    - d. Blower Door Data Sheet, if applicable;
    - e. Hazardous Correction Work Plan, if applicable;
    - f. If an energy audit is performed, a copy of the NEAT energy audit output report listing the recommended energy conservation measures. If an output report showing the measures installed is completed, a copy of this installed measures report;
    - g. Source documentation that substantiates all costs for labor and materials;
    - h. Documentation of weatherization measures installed with other weatherization program funds, if applicable;

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- i. Source documentation that substantiates the criteria for replacement of all gas and electric appliances and the nonfeasibility of measures not performed or installed;
  - j. Documentation of compliance with EXHIBIT E, ADDITIONAL PROVISIONS, Section 2. Reimbursement Rates for Weatherization, H. FOOTNOTES SECTION, item 23, including the manufacturer, make, and model of all replaced refrigerators, if applicable;
  - k. If applicable, CSD Weatherization Deferral Form;
  - l. Written permission of the owner–occupied and/or owner of a rental unit or his/her agent prior to performing any weatherization services recorded on the Energy Service Agreement for Rental Units, CSD 515, or the Service Agreement for Unoccupied Multi-Unit Dwelling, CSD 515d;
  - m. If applicable, Contractor Post Weatherization Inspection Report, CSD 611.
  - n. If applicable, source documentation and records substantiating mileage claim by individual weatherized SFD and MUD Unit.
  - o. Source documentation that substantiates the basis for providing heating and/or cooling services in accordance with the CSD Appliance Replacement Criteria Policy, copy of permit application and/or permit or documentation of permit cost claimed, and if applicable documentation substantiating the referral to the weatherization program.
  - p. If applicable, Weatherization Inspection Report (WIR), CSD 581, filled out by RHA, Inc.;
  - q. If applicable, Multi-Family Dwelling Unit Eligibility Certification, CSD 75P; and
  - r. Copy of utility/energy bill(s).
- 6) Documentation of Compliance
- a. Documentation of compliance with California Energy Commission 2005 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations,

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effective October 1, 2005, as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 7. Special Provisions – Weatherization Activities, item I. Quality Assurance.

- b. Required building permits or building permit applications.
- c. Documentation of compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing, Final Rule, using Lead-Safe Education Confirmation of Receipt, CSD 321. All pre-1979 dwellings are subject to the lead safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies. Contractor shall document notification to tenants of multi-family housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation, CSD 320; and Record of Tenant Notification Procedures, CSD 322.

7. Special Provisions – Weatherization Activities

A. Provision of Services

- 1) Contractor shall certify a household's income eligibility for the provision of weatherization services before the installation of any weatherization measure.
- 2) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
- 3) At a minimum, within the 120-day period of the household's certification, Contractor shall perform the assessment of the dwelling and determine the weatherization measures to be installed.
- 4) If the assessment of the dwelling and the determination of the weatherization measures to be installed do not begin within the 120-day period of the household's certification, Contractor shall recertify the household's eligibility and shall not charge for costs associated with recertification such as outreach, and intake activities.

B. Assessment of Dwelling

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs. All pre-1979 dwellings are subject to the lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.

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- 2) If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
- 3) Documentation of ineligibility due to the need for extensive repairs shall be recorded on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent.
- 4) If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.
- 6) Contractor shall conduct a preliminary combustion appliance safety (CAS) check on all dwelling units that are not all-electric units, and, where applicable, perform a post-check of said dwelling. Contractor shall perform CAS post-test according to the specifications outlined in the Combustion Appliance Safety Inspection Form (CASIF), form RHA 1/15/03. Contractor shall perform all CAS testing in conformance with current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, hereby incorporated by reference.
- 7) If it is determined during the assessment that the dwelling unit contains a condition that is hazardous to the occupants, proper steps in accordance with CSD Low-Income Weatherization Assistance Program Policies and Procedures must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
- 8) Contractor may claim reimbursement for weatherization activities as documented on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, for each eligible household not previously weatherized. Additionally, Contractor will be allowed to claim

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reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

- 9) Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE WAP funds are used concurrently in the same unit.
- 10) Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

C. Diagnostic Testing

- 1) Pre-Weatherization Blower Door Test
  - a. Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization blower door test. Post-weatherization blower door testing will be performed on those dwellings that received pre-weatherization blower door testing and shell tightening to determine that ventilation requirements are not below minimum shell target. All blower door testing shall be performed in conformance with the CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, hereby incorporated by reference as if set forth in full.
  - b. Contractor shall perform the blower door diagnostic testing for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units), and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement.
- 2) Duct Blaster diagnostic testing shall be required on all weatherized dwellings with forced-air systems.
- 3) Repair of large leaks identified by blower door testing (sealing of catastrophic leaks and minor envelope repairs) may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible under infiltration reduction measures. In this case, Contractor may substitute noninfiltration reduction measures as needed for the nonfeasible caulking and/or weatherstripping measures.

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D. Selection of Units to be Weatherized

1) Occupied Multiple Unit Dwellings

Funds under this Agreement may be used to weatherize an entire building containing multiple dwelling units only if the dwelling units occupied by eligible applicants represent at least sixty-six percent (66%) of the total units within the building. In order to weatherize a building that contains two or four units, at least fifty percent (50%) of the dwelling units must be eligible. Otherwise, only units occupied by eligible households shall be serviced.

- a. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$2,826 maximum average per unit. Example: if a building of 10 units has eight units occupied by eligible households and two units occupied by ineligible households, \$22,608 is the maximum to be reimbursed.
- b. Contractor shall complete a Multi-Family Dwelling Unit Eligibility Certification, CSD 75P (REV. 1/96), for each complex and shall maintain a copy in each individual client file. Contractor shall certify unit eligibility by completing Energy Intake Form, CSD 43 or 44, latest version, for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
- c. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units.

2) Unoccupied Multiple Units Dwelling

Contractor may provide weatherization services under this Agreement to ineligible dwelling units in an unoccupied multiunit building only when the following conditions are met:

- a. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building;

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- b. The benefits of weatherization assistance in connection with such rental units, including units where the tenants pay for their energy through their rent, will accrue primarily to the low-income tenants residing in the units. These benefits include lower energy bills, improved health and safety, and a higher level of comfort;
- c. The owner has signed a copy of the Service Agreement for Unoccupied Multi-Unit Dwelling, CSD 515d, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
- d. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint (date made, date investigations began, and results). Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation. See Energy Service Agreement for Rental Units, CSD 515 (Rev. 10/99). This form shall be retained in the Contractor's file; and
- e. No undue or excessive enhancement shall occur to the value of the dwelling units.

3) **Group Homes**

If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit. The maximum average reimbursement that can be paid is an average of \$2,826.

4) **Temporary Shelters/Homeless Individuals**

Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is limited to no more than 90 calendar

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days and that admittance criteria complies with CSD contract eligibility guidelines. Whether or not rent is paid has no effect on eligibility. Maximum reimbursement will be based on the unit otherwise qualifying as a multi-family structure or a group home.

E. Previously Weatherized Dwellings (Also known as Reweatherized Dwellings)

- 1) If a dwelling has been previously weatherized under a CSD or other federal program, between September 30, 1985 and September 30, 1993, Contractor may provide, within the dollar limits of this Agreement, heretofore unapplied allowable measures. Contractor shall report this activity as a reweatherized unit. Contractor must perform an energy audit for each unit to be reweatherized. Only those energy conservation measures at or above a savings-to-investment ratio (SIR) of 1 are allowable. The dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of the dwelling.
- 2) DOE WAP services shall be provided to a dwelling unit on a one-time basis for the same occupant(s), except that Contractor may return to the unit within the same calendar year under which the initial services were provided and apply measures not applied during the initial services within the total remaining expenditure limit. Reimbursement for outreach and dwelling assessment shall not be claimed nor can the unit be claimed as another completion. The only exception shall be when the unit is damaged by a natural disaster such as a fire, earthquake, hurricane, etc., and such damage is not and will not be paid for or reimbursed by any other source.
  - a. Dwellings in which a single appliance has been both repaired and replaced within the Weatherization component or under a re-weatherization call-back may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.
  - b. If during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to more than established limits for repairs, the unit may be replaced and Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
  - c. Contractor shall report the defective primary heating/cooling appliance as both a repaired and replaced appliance in accordance

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with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements.

- 3) If the previous weatherization was performed under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
- 4) If a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., or any other act of God and repair of the damage to weatherization materials is not and will not be paid for or reimbursed by any other source, Contractor may have damages repaired. The occupant must be certified as currently eligible, and a dwelling assessment must be performed. See EXHIBIT F, PROGRAMMATIC PROVISIONS, ATTACHMENT I, DISASTER RELIEF PLAN.

**F. Ineligible Dwellings**

- 1) Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a Federal, State, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- 2) Contractor shall not weatherize a dwelling having master-metered units unless direct savings to individual tenants can be documented. Contractor shall place such documentation in the client's file.
- 3) No institutional or commercial building (university, school, nursing home, hospital, hotel, motel, etc.) may be weatherized under this Agreement.

**G. Owner-occupied Dwellings, and/or Rental Dwellings**

The following provisions apply to both owner-occupied and rental units. Contractor shall obtain written permission of the owner-occupied dwelling and/or of the owner of a rental unit or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units, CSD 515, or the Service Agreement for Unoccupied Multi-Unit Dwelling, CSD 515d. At a minimum, the written documentation and/or notification shall include the following:

- 1) General permission to do assessment and weatherization work;
- 2) Notification of specific work to be done before the work is done;

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- 3) Notification of significant structural changes:
  - a. If during a dwelling assessment, Contractor identifies that major weatherization services to a dwelling is required and that significant structural change may occur as a result of the installation of such measures, Contractor shall obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to performing any major weatherization services to a dwelling. Such permission shall be recorded on the sample Energy Service Agreement for Rental Units, CSD 515, or the Service Agreement for Unoccupied Multi-Unit Dwelling, CSD 515d.
  - b. If during the course of performing weatherization services to a dwelling Contractor identifies that significant structural change will occur, Contractor shall obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the weatherization work. Contractor shall note the change on the Energy Service Agreement for Rental Units, CSD 515, or the Service Agreement for Unoccupied Multi-Unit Dwelling, CSD 515d, and shall obtain an updated signature from the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the service; and
- 4) Post-installation confirmation of work completed.

**H. Installation Guidelines**

Measures shall be applied in accordance with the Energy Dwelling Unit Assessment, CSD 554. Installation of those measures contained therein shall be accomplished in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, which are hereby incorporated by reference as if set forth in full. Contractor shall perform all work in a lead-safe manner when and where appropriate.

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement: 1) is not included in the manual; or 2) is more stringent.
- 2) Upon the State's request, Contractor shall furnish proof that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local

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regulations and were procured in conformance with OMB requirements contained in the following Circulars: A-102, Section 36, or A-110, Section 40.

- 3) Any weatherization materials purchased with these grant funds and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.
- 4) If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.
- 5) Special licensing is required for the installation of Central HVAC systems, Furnaces, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Coolers, Ovens and Ranges, Vented Space Heaters, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
- 6) General Heat Waste Measures  
  
After the above-listed Scope of Services activities (outreach, intake, assessment, health and safety check of combustion appliances, infiltration reduction, and minor envelope repairs), Contractor shall perform or install, if feasible, the following general heat waste measures in all types of dwellings, including multi-unit dwellings and manufactured homes:
  - a. Evaporative cooler covers and air conditioner vent covers;
  - b. Hot water flow restrictors;
  - c. Water heater blankets; and
  - d. Water heater pipe wrap.

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- 7) Priority Lists of Energy Conservation Measures
- a. Contractor may install compact fluorescent lights (CFLs) according to the WIS and the Policies and Procedures in all eligible dwellings statewide without being cost-justified by an energy audit.
  - b. Contractor shall install the following energy conservation measures where feasible in site-built single-family dwellings and small multi-family dwellings (less than five units):
    - i. Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)
      - (a) Programmable thermostats;
      - (b) Attic insulation; and
      - (c) Floor insulation.
    - ii. Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)
      - (a) Programmable thermostats;
      - (b) Attic insulation;
      - (c) Evaporative cooler; and
      - (d) Storm windows for slab-on-grade site-built single-family dwellings and small, multi-family dwellings only.
- 8) Contractor shall install measures from these priority lists in the above numerical order, and Contractor shall not exclude or skip any measure unless:
- a. A blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not feasible;
  - b. Dwelling already has that measure in place;
  - c. Measure cannot be properly installed,

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- d. Client refuses installation (client refusal is to be documented and placed in file);
- e. Maximum dollar limit of an average of \$2,826 per dwelling is reached; or
- f. Measure is not needed or required.

Contractor shall include notations of exception(s) in the client file. For climate data by cities, see EXHIBIT I, ANNUAL HEATING AND COOLING DEGREE DAYS FOR SELECTED CALIFORNIA LOCATIONS.

9) NEAT Energy Audit

If the reimbursement limit of an average of \$2,826 per dwelling has not been reached from the activities of outreach, intake, health and safety, infiltration reduction, minor envelope repairs, general heat waste measures, CFLs, and the priority list of energy conservation measures, Contractor shall install other energy conservation measures and electric base-load measures (see EXHIBIT G, DEFINITIONS) based on a site-specific energy audit for:

- a. All multi-unit dwellings (five or more units);
- b. All manufactured homes;
- c. All site-built dwellings in Climate Zone 1, less than 2,000 CDD and more than 7,000 HDD;
- d. All site-built dwellings in Climate Zone 2, less than 2,000 CDD and 5,500-7,000 HDD;
- e. All site-built dwellings in Climate Zone 3, less than 2,000 CDD and 4,000-5,499 HDD;
- f. All site-built dwellings in Climate Zone 4, less than 2,000 CDD and less than 4,000 HDD, beyond the above priority list;
- g. All site-built dwellings in Climate Zone 5, 2,000 CDD or more and less than 4,000 HDD, beyond the above priority list; unless otherwise allowable as per the Policies and Procedures manual. For example, the Policies and Procedures for electric base-load measures states that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier.

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- i. Contractor shall perform energy audits as per the above protocol using the National Energy Audit Tool (NEAT) for single-family site-built dwellings and small multi-family dwellings (less than five units). Contractor shall perform energy audits using the Manufactured Home Energy Audit (MHEA) for manufactured homes.

Contractor shall install those feasible energy conservation measures shown by the NEAT or MHEA energy audit to have a savings-to-investment ratio (SIR) of 1 or more, beginning with the highest SIR on the list and working down in SIR order.

- ii. Multi-unit complexes shall have the NEAT energy audit performed on at least one typical unit on each ordinal wall (north, east, west, and south) and at least one inside unit, if applicable. The most common resulting prescribed weatherization measures from these separate energy audit reports above a SIR of 1 shall be installed on eligible units. A separate energy audit shall be performed for each unit that varies from the "typical" units in the same complex. Contractor shall install those feasible energy conservation measures shown by the energy audit to have a SIR of 1 or more, beginning with the highest SIR on the list and working down in SIR order.
- iii. Contractor shall place a copy of the energy audit output report showing the list of recommended energy conservation measures in the client's file. If an output report showing the measures installed is completed, Contractor shall place it in the client's file.

10) DOE Waiver for Fuel Switching

Contractor shall not switch fuel when replacing furnaces or any other allowable appliance unless DOE provides a waiver in writing. Contractor shall keep a copy of such waiver in the client's file and shall forward a copy to CSD.

I. Quality Assurance

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of weatherization work performed under this Agreement. In addition, Contractor

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shall provide assurance that all weatherization work performed under this agreement is consistent with the CSD Low-Income Weatherization Policy and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if applicable), and CSD Health and Safety Plan. Such assurance will be documented and noted on the Weatherization Building Check and Job Order Sheet (CSD 540), or Contractor's equivalent, signed and dated by certifying agency representative.

- 1) Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the above certification.
- 2) Contractor shall ensure that duplicate billings (compensation) for the same product or service do not occur.
- 3) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
- 4) Contractor agrees to remedy all Non-Hazardous Conditions (non-hazardous work deficiencies) noted by the State or its designee within 20 working days of written notice.
- 5) Contractor must remedy all Hazardous Conditions (safety hazards) resulting from weatherization measure installation. An immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five (5) working days.

**J. Health and Safety**

- 1) Contractor may apply no more than 25 percent of the total program operations funds expended toward mitigating health and safety hazards based on heating and cooling services.
- 2) Following dwelling assessment and prior to installing any weatherization services, Contractor shall conduct a preliminary combustion appliance safety check on all dwelling units that are not all-electric units, and, where applicable, perform a post-check of said dwelling. Contractor shall perform a combustion appliance safety post-test according to the specifications outlined in the Combustion Appliance Safety Inspection Form (RHA 1/15/03).

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- 3) Contractor shall perform all combustion appliance safety (CAS) testing in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, hereby incorporated by reference.
- 4) Contractor may claim reimbursement for assessment in accordance with EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 3. Payment Guidelines and Reporting Requirements, for each eligible household. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening the envelope.
- 5) Contractor shall install at least one carbon monoxide (CO) alarm in each dwelling containing any type of combustion appliance, including those that burn wood, pellets, coal, liquid petroleum, and oil. Contractor shall install a second CO alarm when prescribed by Section 30 of the current CSD Conventional Home WIS.
- 6) Contractor is authorized to: (1) mitigate health and safety hazards generated by combustion appliances; (2) preserve or improve indoor air quality; and (3) address knob-and-tube wiring.
- 7) Contractor shall install all health and safety measures in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, hereby incorporated by reference. Contractor shall correct all health and safety hazards resulting from weatherization measure installation.
- 8) Contractor shall comply with the Environmental Protection Agency rules in 40 CFR Part 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule, on applicable dwellings.
- 9) Contractor shall document confirmation of receipt of lead pamphlet, "Protect Your Family From Lead in Your Home" by dwelling occupant using the Client Education Confirmation of Receipt, CSD 321. All pre-1979 dwellings are subject to the lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies. Contractor shall document notification to tenants of multi-family housing of weatherization and/or renovation activities in common areas using the

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Notice of Weatherization/Renovation, CSD 320, and the Record of Tenant Notification Procedures, CSD 322.

- 10) Contractor shall budget and report expenditures for health and safety hazard abatement materials separately from standard program operations expenditures.

**K. Minor Envelope Repairs**

Contractor shall perform necessary and feasible minor envelope repairs, as defined in EXHIBIT G, DEFINITIONS, up to \$887 in costs per dwelling to eligible dwellings prior to installing energy conservation measures.

**L. Title 24, Part 6, of the California Code of Regulations**

Effective October 1, 2005, Contractor shall comply with the Title 24, Part 6, of the California Code of Regulations, 2005 Building Energy Efficiency Standards, California Home Energy Rating System (HERS) Program and required field verification and diagnostic testing.

- 1) Contractor's activities with respect to 2005 Building Energy Efficiency Standards, Title 24, Part 6, HERS Regulations, shall be in accordance with EXHIBIT E. ADDITIONAL PROVISIONS, Section 1. Guidelines for Weatherization Activities, item G. Title 24 Regulations.
- 2) Weatherization measures must be installed in site-built single family dwellings and small multi-family dwellings (less than five units), in accordance with energy-efficiency standards of Title 24, Part 6, and CSD Policies and Procedures.
  - a. Title 24 requirements are applicable only to energy conservation measures installed to dwellings located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones refer to the CSD website at [www.csd.ca.gov](http://www.csd.ca.gov).
  - b. Note: Contractor shall exercise caution to not utilize the DOE Climate Zone for Title 24 requirements. The types of climate zones (DOE or CEC) are specifically stated for all applicable weatherization measures.
- 3) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired. Weatherization measures subject

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to compliance are as listed in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 7. Special Provisions – Weatherization Activities, I. Quality Assurance.

- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an entity independent from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

M. Weatherization Noncompliance

- 1) In accordance with the CSD Inspection Policies and Procedures, Contractors shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the primary funding source (program) of the weatherized unit in question. The reimbursement sanction will remain in effect until the Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.
- 2) If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
- 3) If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, the Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.

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- 4) In accordance with the CSD Inspection Policies and Procedures, Contractor will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
  - a. Contractor has a history of unsatisfactory performance.
  - b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
  - c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
  - d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.
- 5) CSD will implement Imposed Special Conditions on a progressive basis, which may include:
  - a. Additional training and technical assistance;
  - b. Additional reporting requirements; and
  - c. Formal high-risk designation, and possible suspension and termination.
- 6) Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which shall contain the following information:
  - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

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N. Special Conditions – Appeal Process

When Special Conditions are imposed, the Contractor may submit documentation in opposition and request reconsideration by filing a written statement within five (5) working days after receipt of the Notice of Special Conditions. The written statement must set forth the issue in dispute, state why the Special Conditions should not be imposed, and provide supporting documentation. The written statement must be mailed, faxed, or hand delivered to:

Department of Community Services and Development  
Attention: Energy and Environmental Services Division  
700 North Tenth Street, Room 258  
Sacramento, CA 95814-0338

- 1) CSD shall consider and review the documentation presented by the Contractor as well as any showing that the Contractor has adequately corrected the issue(s) leading to imposition of Special Conditions. The Director of the Department of Community Services and Development shall make the final decision regarding the appeal.
- 2) CSD shall notify the Contractor in writing of CSD's decision regarding the appeal within ten (10) working days from receipt of the written appeal from the Contractor.
- 3) If, after considering the material presented, CSD concludes that the Contractor failed to show cause why the Special Conditions should not be imposed, the Contractor shall be notified in writing of the decision regarding the denial of their appeal and CSD shall impose the Special Conditions as outlined in the Notice of Special Conditions.

8. Special Provisions – Lead-Safe Weatherization

Contractor shall perform all weatherization services on pre-1979 units in a lead-safe manner in accordance with CSD Conventional and Mobile Home WIS, Appendix I, and Cal/OSHA Lead in Construction Standard, Title 8, Code of California Regulations (CCR) Section 1532.1, and CSD Lead-Safe Weatherization Policies.

- A. Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free. A copy of the certification must be placed in client's file. In all units not certified to be lead-free, all weatherization measures that disturb painted surfaces are subject to lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.

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- B. In United States Department of Housing and Urban Development (HUD) units built prior to 1979, lead-based paint is presumed to be present unless the dwelling unit has been certified by a California Certified Inspector/Risk Assessor to be lead-free. HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels (refer to EXHIBIT G, DEFINITIONS) are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe. Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a HUD unit free of charge. In those instances, however, where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.
- C. The occupant(s) of pre-1979 units must not be in the immediate vicinity of the work area and cannot reoccupy the work area until it has been thoroughly cleaned in accordance with the CSD Lead-Safe Weatherization Policies.
9. Special Provisions – Training Activities – Weatherization
- A. Contractor shall use training funds for costs associated with the completion of Weatherization related training such as internal Contractor training, safety training, workshops sponsored by utility companies, DOE, CSD, and/or other organizations offering a component of weatherization training. Training may include: Lead-Safe Weatherization Training, Basic Weatherization Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Associated costs include the actual costs related to: travel, admission, materials, and salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a weatherization measure for reimbursement.
- B. Weatherization Training Requirements: All weatherization employees of Contractor and subcontractors shall be trained in lead-safe and basic weatherization practices.
- 1) Within 30 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive both Lead-Safe Weatherization Training and Environmental Hazardous

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Training, in accordance with CSD Lead-Safe Weatherization Policies. An Assessor, Worker, Supervisor, or Inspector will not be allowed to enter, assess, weatherize, or inspect a pre-1979 dwelling unit until the required training has been completed.

- 2) Within 180 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Basic Weatherization Training by completion of any one of the following: (a) Pacific Gas & Electric (PG&E), Energy Training Center (ETC) in Stockton (Stockton Training Center), Southern California Gas Training Center, or a CSD-approved comparable training facility; (b) DOE; or (c) CSD-approved Contractor's equivalent internal training curriculum that teaches basic weatherization concepts and conformance with CSD's weatherization policies, procedures, and installation standards.
- 3) Weatherization employees of Contractor and subcontractors who perform combustion appliance safety checks shall be properly trained in accordance with one of the following: (a) the Blower Door and Combustion Appliance Safety Training curriculum at the PG&E ETC in Stockton or at a CSD-approved comparable training facility; or (b) successful completion of field training provided by CSD's contract field technicians. No employee of Contractor and subcontractor shall perform combustion appliance safety checks without having completed the required training.
- 4) For weatherization services performed on HUD units, all work crews of Contractor and subcontractor who perform basic weatherization services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews. Training costs for HUD certification programs are not an allowable weatherization program expense; however, costs associated with training utilizing HUD's one-day Renovation and Remodeling Course are allowable expenditures.
- 5) Contractor and subcontractors who perform basic weatherization services are required to maintain a Weatherization Staff Training Log, CSD784, for current employees. The training log shall document the employee name, job title, hire date, termination date (if applicable), training session/course title, training provider, and type of training received. Such training log shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.
- 6) When providing any weatherization services, every assessor, inspector, and work crew of the Contractor and subcontractor who performs basic

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weatherization services is required to maintain and have available for reference the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, which are hereby incorporated by reference.

10. Special Provisions - Leveraged Funds

- A. Contractor shall ensure that any leveraged-funded activity performed in conjunction with the DOE Weatherization program is in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, the CSD Appliance Replacement Criteria Policy, and the CSD Inspection Policies and Procedures, which are hereby incorporated by reference. If permitted by the leveraged-funding source, Contractor shall document within the weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the DOE Weatherization client file. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings (compensation) for the same product or service do not occur.

B. Concurrent Activities

Contractor may perform services and install energy conservation measures as per this Agreement and as per other energy programs concurrently in the same dwelling as feasible and in the best interest of the client; however;

Contractor may not claim reimbursement for the same services performed and energy conservation measures(s) installed from more than one funding source.

11. Special Provisions – Performance-Based Requirements

- A. Adequate fiscal performance will be the achievement of one hundred percent (100%) of stated expenditures by January 31, 2007. Achievement of the following expenditure percentages shall occur as follows.

50% by August 2006

100% by January 2007

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- B. CSD shall review Contractor's achievement of goals each month.
- C. At the conclusion of each monthly period of the contract term, CSD shall review Contractor's achievement of goals, and, if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.
- D. If Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, Contractor shall be notified in writing that contract goals are not being met and that Contractor has established a pattern of nonachievement of goals. Contractor shall have to meet all goals inclusive to the next one-month period.
- E. At the conclusion of the August reporting period, if Contractor has not achieved 50% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If the determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor of record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 1. Budget, item A. shall prevail.

12. Schedule of Attachments

The following attachment to this exhibit is hereby incorporated by this reference:

ATTACHMENT I    Disaster Relief Plan

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ATTACHMENT I, DISASTER RELIEF PLAN

The purpose of California's Department of Energy Weatherization Assistance Program (DOE WAP) Disaster Relief Plan is to provide emergency services to low-income individuals and families affected by a disaster as determined by a Presidential or Gubernatorial order declaring either a Federal or State Emergency. The plan will be in effect for a minimum of six months but could be extended dependent upon the anticipated recovery period.

Disaster relief services are only available to eligible low-income households directly affected by the declared disaster. Contractors may reprioritize service requests from these households so that timely weatherization and reweatherization services can be provided. Dwellings may only be provided repairs or weatherization services that are not and will not be paid for or reimbursed by any other source.

For eligible households, the unit allowance will be increased to the maximum reimbursement for a state of emergency as permitted in the DOE WAP contract. The maximum is calculated at approximately 15% higher than the most current average per weatherized dwelling unit as established by DOE. The maximum limit for minor envelope repairs will be equivalent to the maximum reimbursement per unit dwelling.

Relief services shall include but are not necessarily limited to the following activities in order of priority:

1. All health and safety measures that are within the scope of the weatherization program are given first priority. Health and safety measures can also be expanded to address specific needs of the clientele such as site clean-up and temporary heating sources.
2. Secondary priority will be given to a specific list of weatherization measures that will be established as the most beneficial for the type of disaster. The need for these measures must be due to a direct result of the disaster; otherwise, the order of their installation reverts back to normal weatherization policies and procedures. For each emergency, CSD will seek approval from DOE regarding the priority of these measures and the abandonment of applicable NEAT energy audit requirements.
3. All remaining measures are to be installed in order of priority in accordance with the CSD Low-Income Weatherization Assistance Program Policies and Procedures.
4. Technical assistance may be provided to residents, builders, contractors, and others who are involved in the recovery efforts to aid in achieving the energy efficiency goals of the program.

Prior to initiating disaster relief services, contractors will be required to submit a written plan to CSD outlining the services to be provided and to report activities, expenditures, and demographics as required by the weatherization program.

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**DEFINITIONS**

**GENERAL DEFINITIONS**

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

Contractor: The entity (partnership, corporation, agency, or association) designated on page 1 of this Agreement.

CSD: The Department of Community Services and Development, State of California.

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended DOE WAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Non-State Entity: A business, organization, or individual that is not a State entity but that requires access to State information assets in conducting business with the State. Includes, but is not limited to, researchers, vendors, consultants, and their employees and entities associated with federal and local government and other states.

Parties: The State of California and the Contractor.

Subcontract: Contract agreement entered into by and between Contractor and Subcontractor to perform all or a portion of services covered under this Agreement.

Subcontractor: An individual or business entity contracting to perform all or a portion of services covered under this agreement.

The State: The State of California, Department of Community Services and Development.

This Agreement: The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

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This Program: Weatherization services provided under 42 U.S.C. 6861, et seq., as amended.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

**APPLICANT DEFINITIONS**

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Children: Members of a household who have not attained their nineteenth (19th) birthday.

Elderly: An individual 60 years of age or older.

Family Unit: All persons living together in a dwelling unit.

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Household with a High Energy Burden: A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Person with Disabilities (also known as Disabled Person): Any individual who is: (1) a handicapped individual as defined in Section 7(6) of the Rehabilitation Act of 1973; (2) under a disability as defined in Section 1614(a)(3)(A) or 223(d)(1) of the Social Security Act or in Section 102(7) of the Development Disabilities Services and Facilities Construction Act; or (3) receiving benefits under Chapter 11 or 15 of Title 38 U.S.C.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

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Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

DWELLING DEFINITIONS

Dwelling Unit: A house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Mobile Home: A manufactured home that is a permanent, full-time residential dwelling and is not used for commercial purposes.

Multi-Unit Dwellings: Residential dwelling structures containing more than one residential unit, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractor, Multi-Unit Dwellings are defined multi-unit dwellings, e.g. apartments, with five or more attached residential units.

Reweatherize: To provide previously unapplied weatherization to a dwelling that was weatherized under a federal program between September 30, 1985, and September 30, 1993. This activity is to be reported on the DOE Bimonthly Activity Report, CSD 571A, as a reweatherized unit. Each unit to be reweatherized must have an energy audit performed. Only those energy conservation measures at or above a savings-to-investment ratio (SIR) of 1 are allowable.

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and that have either: (1) direct access from the outside of the building or through a common hall or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

Temporary Shelter: Any facility with the primary purpose of providing temporary or transitional shelter for homeless in general or for specific populations of homeless persons

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ENERGY CONSERVATION MEASURES AND ACTIVITY DEFINITIONS

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC has established 16 climate zones that represent geographic areas that have particular weather patterns. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to Title 24 Energy Efficiency Standards and dictate the energy-conservation measures that must be installed in a weatherized dwelling, as required by law.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, pose no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimis level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

DOE Climate Zone: One of five climatically distinct areas, defined by long-term weather conditions affecting the heating and cooling loads in buildings. The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. The zones were determined according to the 30-year average (1961-1990) of the annual heating and cooling degree days (base 65 degrees Fahrenheit). The zones are defined as follows:

- a. Climate Zone 1: Less than 2,000 cooling degree days (CDD) and more than 7,000 heating degree days (HDD);
- b. Climate Zone 2: Less than 2,000 CDD and 5,500 to 7,000 HDD;

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- c. Climate Zone 3: Less than 2,000 CDD and 4,000 to 5,499 HDD;
- d. Climate Zone 4: Less than 2,000 CDD and less than 4,000 HDD; and
- e. Climate Zone 5: 2,000 or more CDD and less than 4,000 HDD.

Dwelling Assessment: The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine the labor and materials necessary to install energy conservation measures.

Electric Base Load Measure: A measure that addresses the energy efficiency and energy usage of lighting or appliances. Allowable electric base load measures are compact fluorescent lamps and fixtures, replacement refrigerators, electric water heaters, microwave ovens, fluorescent torchiere lamps, evaporative cooler installations, and window/wall air conditioner replacement.

Emergency: Either:

- a. A natural disaster;
- b. A significant home energy supply shortage or disruption;
- c. A significant increase in the cost of home energy, as determined by the Secretary;
- d. A significant increase in home energy disconnections reported by a utility, a state regulatory agency, or another agency with necessary data;
- e. A significant increase in participation in a public benefit program such as the food stamp program carried out under the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.), the national program to provide supplemental security income carried out under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.) or the State temporary assistance for needy families program carried out under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), as determined by the head of the appropriate federal agency;
- f. A significant increase in unemployment, layoffs, or the number of households with an individual applying for unemployment benefits, as determined by the Secretary of Labor;  
or
- g. An event meeting such criteria as the Secretary, in the discretion of the Secretary, may determine to be appropriate.

Energy Audit: An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. There are many types of energy audits available; however, the NEAT/MHEA are used for the purposes of this Agreement.

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Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as weatherization measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling. Allowable measures and materials are defined in the Department of Energy Weatherization Assistance Program regulations, 10 CFR Part 440. These measures are further defined in the two manuals titled CSD Weatherization Installation Standards and the CSD Mobile Home Weatherization Installation Standards.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Expatriate Corporations (Public Contract Code, section 10286.1): A foreign incorporated entity that is publicly traded in the United States to which all of the following apply:

- a. The United States is the principal market for the public trading of the foreign incorporated entity.
- b. The foreign incorporated entity has no substantial business activities in the place of incorporation.
- c. Either clause i. or clause ii. applies:
  - i. The foreign entity was established in connection with a transaction or series of related transactions pursuant to which (I) the foreign entity directly or indirectly acquired substantially all of the properties held by a domestic corporation or all of the properties constituting a trade or business of a domestic partnership or related foreign partnership, and (II) immediately after the acquisition, more than 50 percent of the publicly traded stock, by vote or value, of the foreign entity is held by former shareholders of the domestic corporation or by former partners of the domestic partnership or related foreign partnership. For purposes of subclause (II), any stock sold in a public offering related to the transaction or a series of transactions is disregarded.
  - ii. The foreign entity was established in connection with a transaction or series of related transactions pursuant to which (I) the foreign entity directly or indirectly acquired substantially all of the properties held by a domestic corporation or all of the properties constituting a trade or business of a domestic partnership or related foreign partnership, and (II) the acquiring foreign entity is more than 50 percent owned, by vote or value, by domestic shareholders or partners.
    - (iii) For purposes of this subparagraph, indirect acquisition of property includes the acquisition of a stock share, or any portion thereof, of the owner of that property.

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Filter Replacement: May be a one- or a two-step measure. The one-step measure is to replace forced-air unit filters with a washable filter, or three disposable filters (install one, leave two with the client).

Fuel Surcharge: A factor that addresses the increase in current fuel prices.

General Heat Waste Measures: Those DOE-approved measures installed to reduce general heat or cooling waste in the dwelling. The following list of general heat waste measures may be installed in all types of dwellings if feasible, including multi-unit dwellings and manufactured homes:

- a. Evaporative cooler covers and air conditioner vent covers;
- b. Water heater blankets;
- c. Insulation of up to the first five feet of water pipes; and
- d. Hot Water flow restrictors.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement cleaning of fuel nozzles and jets, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, or other component repairs or replacements necessary for safe and efficient operation. Must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2005 Building Energy Efficiency Standards.

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HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction (also known as air sealing): A subcategory of minor envelope repairs installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Includes duct sealing. Infiltration reduction is best done with blower door technology.

Manufactured Home Energy Audit (MHEA): Like NEAT, the MHEA was prepared for the DOE Weatherization Assistance Program by The Center for Buildings and Thermal Systems of DOE's National Renewable Energy Laboratory in Golden, Colorado. MHEA is an advanced computer audit that predicts manufactured home energy consumption and recommends weatherization retrofit measures tailored to the individual dwelling.

Materials: Those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Conventional Home Weatherization Installation Standards and CSD Mobile Home Weatherization Installation Standards. Materials are budgeted and reported under Standard Program Operations.

Minor Envelope Repairs: Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours cost, materials cost, and required building permits in client's file. Minor envelope repairs include the following:

- a. Blower-door-identified infiltration repairs;
- b. Combustion air venting;
- c. Cover plate replacements;
- d. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware (except deadbolts) into conditioned areas including frames, thresholds, and doorstops. (If the original door had a deadbolt and it can be removed and placed on the new door, then labor costs for this activity can be charged.) The installation of deadbolts in conjunction with an exterior door replacement is allowable on rental units only; however, it is not an allowable reimbursement when entrance doors are modified or repaired. Reimbursement will be based on the material costs for the door, the deadbolt, if applicable, and the labor;
- e. Exhaust fan repair or replacement;
- f. Floor repair for mobile home water heater;

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- g. Knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- h. Minor roof repairs and materials used to protect the materials installed from the weather;
- i. Mobile home skirting repairs to prevent animal infiltration;
- j. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- k. Range hood damper and fireplace chimney damper repair or installation.
- l. Exclusions:
  - 1. Air conditioner and/or furnace cleaning and filter replacement;
  - 2. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
  - 3. Sliding glass door repair and replacement;
  - 4. Window and glass repair and replacement; and
  - 5. Any other measure that has a chargeable line item.

National Energy Audit Tool (NEAT): An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for single-family dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and cooling systems, NEAT produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the

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referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Priority List: The list of energy conservation measures determined to be cost effective by the CSD NEAT Pilot in Program Year 1998-99. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit.

The following energy conservation measures shall be installed where feasible in site-built, single-family dwellings and small multi-family dwellings (less than five units):

Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

1. Programmable thermostats
2. Attic insulation
3. Floor insulation.

Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

1. Programmable thermostats
2. Attic insulation
3. Evaporative cooler
4. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

Program Operations: Includes all expenses necessary to operate a weatherization program except those costs classified as administration or other program support costs. Program support costs must be easily identified as directly benefiting the weatherization work. Indirect costs are considered administrative costs. Measures include such items not reported in the Outreach, Intake, and Client Education categories, such as payments for purchase and delivery of materials, transportation of materials, crews, tools, and equipment to and from storage and weatherization sites; operating costs, to include maintenance and insurance of vehicles used to transport weatherization materials; storage or warehousing of materials; payment of staff involved in purchasing, inventory, and distribution of materials; and payment for labor involved in fabricating materials. Previously separated capital-intensive measures are now included in Program Operations – Measures. Do not include Health and Safety measures in this section.

Renovation: The modification of any existing structure, or portion thereof that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement. The term renovation includes, but is not limited to: the removal or modification of painted surfaces or painted components, e.g., modification of painted doors, surface preparation activity, such as sanding, scraping, or other such activities that may generate paint dust; the removal of large structures, e.g., walls, ceiling, large surface replastering, major replumbing; and window replacement. (40 CFR 745 Subpart E, 745.83)

Ride-Along: An agency representative who accompanies a designated, third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the

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need for return trips that may inconvenience the client and/or require reinspection in accordance with the CSD Inspection Policies and Procedures.

Training and Technical Assistance (T&TA): Training funded by T&TA allocation must have direct application and benefit to Contractor's weatherization program and its assigned staff. T&TA activities are intended to maintain or increase the efficiency, quality, and effectiveness of the weatherization program on all levels. Such activities should be designed to maximize energy savings, minimize production costs, improve program management and crew/subcontractor quality of work, and reduce the potential for waste, fraud, and mismanagement. Salaries shall not be paid with T&TA funds. T&TA activities, including group client education, shall be reported on the DOE Semiannual Training and Technical Assistance Report, CSD 524.

Weatherization Training and Its Related Costs: Weatherization-related training activities are designed to ensure that weatherization crewmembers of the Contractor and Subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, health and safety, CSD weatherization policies and procedures, CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

Wood-Fueled Stoves and Fireplace Inserts: Wood-fueled stoves and fireplace inserts installed under this program must meet the listing and labeling requirements of the CSD WIS. The recipient and landlord (if applicable) must agree that the stove will remain in the residence where installed. Installation must conform to local fire and building department regulations (Department of Housing and Community Development for Manufactured Homes), must be installed by a person licensed to perform such work, or Contractor must have on file written approval of such installation by a fire department or building inspection official. A building permit is required. A wood-fueled space heater shall not be installed in a dwelling for which natural gas service is available or to replace an existing, safely operating wood-fueled space heater.



**EXHIBIT H**  
**(Standard Agreement)**

**CERTIFICATION REGARDING LOBBYING**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**FAMILY SUPPORT ADMINISTRATION**

**PROGRAM: 2006 Department of Energy Weatherization Assistance Program (DOE WAP)**

**PERIOD: April 1, 2006 through January 31, 2007**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency / Organization

\_\_\_\_\_  
Date

# EXHIBIT H

## (Standard Agreement)

### DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For Material Change Only: year _____ quarter _____  date of Last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>  		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b>  		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI):</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify:    nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____  Print Name: _____  Title: _____ Telephone No.: _____ Date: _____
<b>Federal Use Only:</b>		<b>Authorized for Local Reproductions Standard Form – LLL</b>

**EXHIBIT H**  
**(Standard Agreement)**

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: Page \_\_\_\_\_ of

Authorized for Local Reproduction  
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

## EXHIBIT H (Standard Agreement)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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**Exhibit I**  
**Annual Heating and Cooling Degree Days**  
**for Selected California Locations**

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Alameda	Berkeley	40693	2,857	142	4
Alameda	Livermore	44997	2,755	858	4
Alameda	Newark (Oakland)	46144	2,367	530	4
Alameda	Oakland Museum	46336	2,400	377	4
Alameda	Tracy Pumping Plant	49001	2,421	1,470	4
Alameda	Upper San Leandro	49185	2,810	261	4
Alpine	Markleeville	45356	7,091	97	1
Alpine	Twin Lakes	49105	8,874	25	1
Alpine	Woodfords	49775	6,059	356	2
Amador	Electra Power House	42728	2,854	1,218	4
Amador	Salt Springs Power House	47689	3,828	1,015	4
Amador	Tiger Creek PH	48928	4,058	788	3
Butte	Chico University Farm	41715	2,945	1,334	4
Butte	De Sabla	42402	4,040	806	3
Butte	Oroville	46521	2,818	1,422	4
Butte	Paradise	46685	3,145	1,464	4
Calaveras	Calaveras Big Trees	41277	5,924	308	2
Calaveras	Camp Pardee	41428	2,758	1,534	4
Colusa	Colusa 2 SSW	41948	2,702	1,401	4
Colusa	East Park Reservoir	42640	3,498	1,082	4
Contra Costa	Antioch Pump Plant #3	40232	2,714	1,179	4
Contra Costa	Martinez Water Plant	45378	2,757	786	4
Contra Costa	Mount Diablo Junction	45915	3,245	983	4
Contra Costa	Richmond	47414	2,720	184	4
Del Norte	Crescent City 3 NNW	42147	4,687	6	3
Del Norte	Klamath	44577	4,514	5	3
El Dorado	Placerville	46960	3,324	1,164	4
El Dorado	Placerville IFG	46962	3,235	1,470	4
El Dorado	Tahoe Valley AP	48762	8,300	38	1
Fresno	Auberry 2 NW	40379	2,868	1,922	4
Fresno	Balch Power House	40449	3,045	1,794	4
Fresno	Coalinga	41864	2,234	2,204	5
Fresno	Five Points 5 SW	43083	2,446	1,784	4
Fresno	Fresno Yosemite FAT (Intl)	43257	2,447	1,963	4
Fresno	Friant Government Camp	43261	2,672	1,708	4
Fresno	Huntington Lake	44176	6,992	93	2
Fresno	Orange Cove	46476	2,538	1,857	4
Glenn	Orland	46506	2,630	1,581	4
Glenn	Stony Gorge Reservoir	48587	3,268	1,376	4
Glenn	Willows 6 W	49699	2,874	1,358	4
Humboldt	Eureka WFO Woodley IS	42910	4,403	7	3
Humboldt	Grizzly Creek State Park	43647	4,610	38	3
Humboldt	Orick Prairie Creek Pk	46498	5,005	3	3
Humboldt	Orleans	46508	3,389	831	4
Humboldt	Richardson Grove St. Pk.	47404	3,743	500	4
Humboldt	Scotia	48045	3,793	47	4
Humboldt	Shelter Cove AV	48163	3,266	92	4
Humboldt	Willow Creek 1	49694	3,566	887	4
Imperial	Brawley 2 SW	41048	1,155	3,733	5
Imperial	El Centro 2 SSW	42713	1,080	3,952	5
Imperial	Imperial	44223	1115	3,764	5
Inyo	Bishop AP	40822	4,314	1,003	3
Inyo	Death Valley	42319	1,257	5,296	5
Inyo	Deep Springs College	42331	5,293	843	3

**Exhibit I**  
**Annual Heating and Cooling Degree Days**  
**for Selected California Locations**

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Inyo	Haiwee	43710	3,784	1,441	4
Inyo	Independence	44232	3,579	1,804	4
Inyo	Wildrose R S	49671	3,663	1,623	4
Kern	Bakersfield Kern Co AP	40442	2,120	2,286	5
Kern	Buttonwillow	41244	2,668	1,857	4
Kern	Glennville	43463	4,466	427	3
Kern	Inyokern	44278	2,633	2,340	5
Kern	Kern River PH 1	44520	1,645	3,236	5
Kern	Kern River PH 3	44523	3,103	1,593	4
Kern	Maricopa	45338	2,190	2,334	5
Kern	Mojave	45756	2,835	1,976	4
Kern	Randsburg	47253	3,134	1,965	4
Kern	Tehachapi	48826	4,301	677	3
Kern	Tejon Rancho	48839	2,555	1,960	4
Kern	Wasco	49452	2,434	1,990	4
Kings	Corcoran Irrigation	42012	2,507	1,909	4
Kings	Hanford 1 S	43747	2,749	1,724	4
Kings	Lemoore Reeves NAS	823110	2,660	1,680	4
Lake	Clearlake 4 SE	41806	3,804	753	4
Lake	Lakeport	44701	3,698	793	4
Lassen	Doyle 4 SSE	42506	6,013	314	2
Lassen	Susanville 2 SW	48702	6,168	390	2
Lassen	Termo 1 E	48873	7,734	134	1
Los Angeles	Avalon Pleasure Pier	40395	1,589	749	4
Los Angeles	Burbank WB Airport	41194	1,575	1,455	4
Los Angeles	Canoga Park Pierce College	41484	1,822	1,485	4
Los Angeles	Culver City	42214	1,344	959	4
Los Angeles	Dry Canyon Reservoir	42516	2,502	1,139	4
Los Angeles	Fairmont	42941	3,199	1,608	4
Los Angeles	Lancaster ATC	44749	3,241	1,733	4
Los Angeles	Long Beach AP	45085	1,211	1,186	4
Los Angeles	Los Angeles Downtown	45115	928	1,506	4
Los Angeles	Los Angeles Intl AP	45114	1,274	679	4
Los Angeles	Montebello	45790	949	1,837	4
Los Angeles	Mt Wilson No 2	46006	3,995	969	4
Los Angeles	Palmdale	46624	2,704	1,998	4
Los Angeles	Pasadena	46719	1,398	1,558	4
Los Angeles	Pearblossom	46773	2,908	1,801	4
Los Angeles	Pomona Fairplex	47050	1,718	1,191	4
Los Angeles	San Gabriel Fire Dept.	47785	1,295	1,575	4
Los Angeles	Sandberg	47735	4,146	1,066	3
Los Angeles	Santa Monica Pier	47953	1,803	429	4
Los Angeles	Torrance	48973	1,526	742	4
Los Angeles	UCLA	49152	1,364	893	4
Madera	Madera	45233	2,670	1,706	4
Marin	Kentfield	44500	2,567	557	4
Marin	San Rafael Civic Center	47880	2,621	451	4
Mariposa	South Entrance Yosemite	48380	6,513	131	2
Mariposa	Yosemite Park Headquarters	49855	4,759	828	3
Mendocino	Covelo	42081	3,925	684	4
Mendocino	Fort Bragg 5 N	43161	4,266	6	3
Mendocino	Point Arena	47009	4,332	4	3
Mendocino	Potter Valley P	47109	3,429	745	4
Mendocino	Ukiah	49122	3,083	843	4

**Exhibit I**  
**Annual Heating and Cooling Degree Days**  
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County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Mendocino	Willits 1 NE	49684	4,302	193	3
Merced	Los Banos	45118	2,570	1,547	4
Merced	Los Banos Det. Reservoir	45120	2,490	1,726	4
Merced	Merced	45532	2,602	1,578	4
Merced	San Luis Dam	47846	2,625	1,486	4
Modoc	Adin R S	40029	5,988	300	2
Modoc	Alturas	40161	6,808	212	2
Modoc	Canby 3 SW	41476	6,842	199	2
Modoc	Cedarville	41614	6,589	420	2
Modoc	Fort Bidwell	43157	6,653	281	2
Modoc	Jess Valley	44374	7,575	158	1
Mono	Bodie	40943	9,770	4	1
Mono	Bridgeport	41072	8,439	37	1
Mono	Lee Vining	44881	6,513	281	2
Monterey	King City	44555	2,384	598	4
Monterey	Monterey	45795	3,080	74	4
Monterey	Priest Valley	47150	3,946	653	4
Monterey	Salinas AP	47669	2,755	210	4
Monterey	Salinas No. 2	47668	2,819	131	4
Napa	Angwin Pac Union College	40212	3,426	659	4
Napa	Calistoga	41312	2,811	819	4
Napa	Markley Cove	45360	2,996	1,111	4
Napa	Napa State Hospital	46074	2,689	529	4
Napa	Saint Helena	47643	2,652	806	4
Nevada	Boca	40931	8,107	35	1
Nevada	Bowman Dam	41018	6,193	311	2
Nevada	Deer Creek Forebay	42338	4,739	692	3
Nevada	Donner Memorial State Park	42467	8,284	44	1
Nevada	Grass Valley No. 2	43573	4,287	612	3
Nevada	Lake Spaulding	44713	6,321	179	2
Nevada	Nevada City	46136	4,565	689	3
Nevada	Sagehen Creek	47641	8,741	6	1
Nevada	Truckee R S	49043	7,591	100	1
Orange	Anaheim	40192	1,286	1,294	4
Orange	El Toro MCAS	893101	1,461	1,183	4
Orange	Laguna Beach	44647	1,756	666	4
Orange	Newport Beach Harbor	46175	1,715	543	4
Orange	Santa Ana Fire Station	47888	1,153	1,299	4
Orange	Tustin Irvine R.	49087	1,794	1,102	4
Placer	Auburn	40383	2,992	1,366	4
Placer	Blue Canyon	40897	5,545	423	2
Placer	Colfax	41912	3,512	1,116	4
Placer	Tahoe City	48758	7,616	47	1
Plumas	Canyon Dam	41497	6,609	247	2
Plumas	Chester	41700	6,743	184	2
Plumas	Portola	47085	7,303	106	1
Plumas	Quincy	47195	5,490	364	3
Riverside	Beaumont 1 E	40609	2,146	1,572	4
Riverside	Blythe	40924	1,295	3,977	5
Riverside	Blythe AP	40927	1,226	4,166	5
Riverside	Corona	42031	1,599	1,534	4
Riverside	Eagle Mountain	42598	1,131	4,277	5
Riverside	Elsinore	42805	1,924	1,874	4
Riverside	Hayfield Pumping Plant	43855	1,588	3,196	5

**Exhibit I**  
**Annual Heating and Cooling Degree Days**  
**for Selected California Locations**

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Riverside	Idyllwild Fire Department	44211	5,071	333	3
Riverside	Indio Fire Station	44259	903	4,388	5
Riverside	Mecca Fire Station	45502	1,118	3,958	5
Riverside	Palm Springs	46635	951	4,224	5
Riverside	Riverside Citrus Exp Stn	47473	1,674	1,697	4
Riverside	Riverside Fire Station	47470	1,475	1,863	4
Riverside	San Jacinto R S	47813	1,914	1,903	4
Riverside	Sun City	48655	2,123	1,710	4
Riverside	Thermal Rgnl AP	48892	1,141	3,916	5
Sacramento	Folsom Dam	43113	2,532	1,528	4
Sacramento	Sacramento 5 ESE	47633	2,226	1,597	4
Sacramento	Sacramento AP	47630	2,666	1,248	4
San Benito	Hollister 2	44025	2,724	405	4
San Benito	Pinnacles National Monument	46926	2,907	882	4
San Bernardino	Baker	40436	2,011	3,607	5
San Bernardino	Barstow Fire Station	40521	2,294	2,566	5
San Bernardino	Big Bear Lake	40741	6,548	89	2
San Bernardino	Daggett Barstow DAG Airport	42257	2,228	2,915	5
San Bernardino	El Mirage Field	42771	3,616	1,370	4
San Bernardino	Fontana Kaiser	43120	1,351	1,905	4
San Bernardino	Iron Mountain	44297	1,156	4,476	5
San Bernardino	Lake Arrowhead	44671	5,450	462	3
San Bernardino	Mitchell Cavern	45721	2,902	2,066	5
San Bernardino	Mountain Pass	45890	4,105	1,494	3
San Bernardino	Needles AP	46118	1,227	4,545	5
San Bernardino	Parker Reservoir	46699	1,230	4,523	5
San Bernardino	Redlands	47306	1,904	1,714	4
San Bernardino	San Bernardino	47723	1,599	1,937	4
San Bernardino	Trona	49035	2,492	2,922	5
San Bernardino	TwentyNine Palms	49099	1,910	3,064	5
San Bernardino	Victorville Pump Plant	49325	2,929	1,735	4
San Diego	Alpine	40136	1,926	1,382	4
San Diego	Borrego Desert Park	40983	1,130	3,928	5
San Diego	Campo	41424	3,133	821	4
San Diego	Chula Vista	41758	1,321	862	4
San Diego	Cuyamaca	42239	4,988	457	3
San Diego	El Cajon	42706	1,560	1,371	4
San Diego	El Capitan Dam	42709	1,419	1,712	4
San Diego	Escondido No 2	42863	1,464	1,436	4
San Diego	Henshaw Dam	43914	3,651	786	4
San Diego	La Mesa	44735	1,313	1,261	4
San Diego	Oceanside Marina	46377	2,009	505	4
San Diego	Palomar Mountain Observatory	46657	4,060	963	3
San Diego	Ramona Fire Department	47228	2,192	1,036	4
San Diego	San Diego Lindburgh AP	47740	1,063	866	4
San Diego	San Diego Miramar NAS	893107	1,800	979	4
San Diego	San Diego N. Island NAS	893112	1,446	801	4
San Diego	San Pasqual Animal PK	47874	1,725	1,313	4
San Diego	Vista 2 NNE	49378	1,514	1,047	4
San Francisco	San Francisco Downtown	47772	2,589	164	4
San Francisco	San Francisco Oceanside	47767	3,653	17	4
San Joaquin	Lodi	45032	2,710	1,057	4
San Joaquin	Stockton AP	48558	2,563	1,456	4
San Joaquin	Stockton Fire Station	48560	2,686	1,203	4

**Exhibit I**  
**Annual Heating and Cooling Degree Days**  
**for Selected California Locations**

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
San Joaquin	Tracy Carbona	48999	2,880	1,056	4
San Luis Obispo	Morro Bay Fire Dept.	45866	3,344	50	4
San Luis Obispo	Paso Robles	46730	2,932	785	4
San Luis Obispo	Paso Robles Mun PRB	46742	2,789	1,038	4
San Luis Obispo	Pismo Beach	46943	2,524	151	4
San Luis Obispo	San Luis Obispo	47851	2,129	476	4
San Mateo	Half Moon Bay	43714	3,737	11	4
San Mateo	Pacifica 4 SSE	46599	3,247	72	4
San Mateo	Redwood City	47339	2,764	422	4
San Mateo	San Francisco Intl AP	47769	2,862	142	4
San Mateo	San Gregorio 2 SE	47807	3,629	32	4
San Mateo	Woodside Fire Station	49792	2,769	569	4
Santa Barbara	Cachuma Lake	41253	1,994	970	4
Santa Barbara	Lompoc	45064	2,241	322	4
Santa Barbara	New Cuyama Fire Station	46154	3,321	996	4
Santa Barbara	Santa Barbara	47902	1,902	470	4
Santa Barbara	Santa Barbara Muni AP	47905	2,121	482	4
Santa Barbara	Santa Maria Public AP	47946	2,783	121	4
Santa Barbara	Twitchell Dam	49111	2,199	487	4
Santa Clara	Gilroy	43417	2,278	913	4
Santa Clara	Los Gatos	45123	2,641	613	4
Santa Clara	Mount Hamilton	45933	4,521	747	3
Santa Clara	Palo Alto	46646	2,584	452	4
Santa Clara	San Jose	47821	2,171	811	4
Santa Cruz	Ben Lomond No 4	40673	2,871	400	4
Santa Cruz	Santa Cruz	47916	2,836	162	4
Santa Cruz	Watsonville Waterworks WVI	49473	3,083	123	4
Shasta	Burney	41214	6,495	196	2
Shasta	Hat Creek	43824	5,685	314	2
Shasta	Manzanita Lake	45311	7,486	90	1
Shasta	Redding Municipal AP	47304	2,961	1,741	4
Shasta	Shasta Dam	48135	2,894	1,884	4
Shasta	Whiskeytown Reservoir	49621	3,240	1,628	4
Sierra	Downieville	42500	4,782	438	3
Sierra	Sierra City	48207	5,183	492	3
Sierra	Sierravilla R S	48218	6,884	119	2
Siskiyou	Callahan	41316	5,493	315	3
Siskiyou	Cecilville	41606	5,116	615	3
Siskiyou	Dunsmuir Treatment Plant	42574	4,711	503	3
Siskiyou	Happy Camp Ranger Station	43761	4,255	671	3
Siskiyou	Lava Beds National Monument	44838	6,395	387	2
Siskiyou	McCloud	45449	5,641	368	2
Siskiyou	Mount Shasta	45983	5,991	235	2
Siskiyou	Tulelake	49053	7,003	154	1
Siskiyou	Weed Fire Dept.	49499	6,023	271	2
Siskiyou	Yreka	49866	5,550	550	2
Solano	Lake Solano	44712	2,716	1,420	4
Solano	Fairfield	42934	2,649	975	4
Solano	Vacaville	49200	2,410	1,498	4
Sonoma	Cloverdale	41838	2,639	1,127	4
Sonoma	Fort Ross	43191	4,234	6	3
Sonoma	Graton	43578	3,179	288	4
Sonoma	Healdsburg	43875	2,501	853	4
Sonoma	Petaluma Fire Station	46826	2,741	385	4

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**Annual Heating and Cooling Degree Days**  
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County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Sonoma	Santa Rosa	47965	2,694	526	4
Sonoma	Sonoma	48351	2,647	717	4
Sonoma	Warm Springs DA	49440	2,962	624	4
Stanislaus	Modesto City-County AP	45738	2,358	1,570	4
Stanislaus	Newman	46168	2,680	1,449	4
Stanislaus	Turlock #2	49073	2,519	1,506	4
Sutter *	Yuba City	n/a	2,437	1,762	4
Tehama	Mineral	45679	7,384	81	1
Tehama	Red Bluff WB AP	47292	2,647	1,926	4
Trinity	Big Bar 4 E	40738	3,831	939	4
Trinity	Trinity River Hatchery	49026	4,527	641	3
Trinity	Weaverville	49490	4,721	664	3
Tulare	Ash Mountain	40343	2,741	1,976	4
Tulare	Grant Grove	43551	6,844	155	2
Tulare	Lemon Cove	44890	2,336	1,939	4
Tulare	Lindsay	44957	2,505	1,707	4
Tulare	Lodgepole	45026	8,399	31	1
Tulare	Porterville	47077	2,053	2,246	5
Tulare	Three Rivers Edison PH1	48917	2,615	1,983	4
Tulare	Visalia	49367	2,588	1,685	4
Tuolumne	Cherry Valley Dam	41697	4,942	656	3
Tuolumne	Hetch Hetchy	43939	4,740	619	3
Tuolumne	Sonora R S	48353	3,618	1,030	4
Ventura	Ojai	46399	2,092	989	4
Ventura	Oxnard (Camaril	46569	1,935	404	4
Ventura	Santa Paula	47957	1,904	602	4
Yolo	Brooks Farnham Ranch	41112	2,815	1,393	4
Yolo	Davis 2 WSW Exp Farm	42294	2,853	1,127	4
Yolo	Winters	49742	2,527	1,640	4
Yolo	Woodland 1 WNW	49781	2,683	1,417	4
Yuba	Dobbins 1 S	42456	3,418	969	4
Yuba	Marysville	45385	2,488	1,687	4
Yuba	Strawberry Valley	48606	5,298	312	3

Reference: National Oceanic & Atmospheric Administration (NOAA), Annual Degree Days to Selected Bases, 1971-2000, Released 6/20/02.

If a city or a nearby location where the services are being provided is not listed herein, Subgrantees should contact the local building department to determine the annual heating and cooling degree days. If this information is not available locally, Subgrantees shall exercise their best judgment based on information from similar climate areas.

\* There was no weather station available for Sutter County from the NOAA listing used. HDD and CDD were calculated by using an average between Red Bluff (47292) and Sacramento 5 ES (47633).